



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      Landlord:    MNDC FF  
                                 Tenant:        MNSD FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s Application for Dispute Resolution was made on November 4, 2018 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Tenant’s Application for Dispute Resolution was made on August 6, 2018 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- an order granting the return of all or part of the security deposit and/or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord and the Tenant attended the hearing at the appointed date and time, and provided affirmed testimony.

Preliminary Issue – Jurisdiction

At the outset of the hearing, A.W. testified that she and K.A. lived together at the dispute address as roommates. K.A. agreed.

Section 1 of the *Act* defines a landlord as follows:

*"landlord", in relation to a rental unit, includes any of the following:*

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,*
  - (i) permits occupation of the rental unit under a tenancy agreement, or*
  - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;*
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);*
- (c) a person, other than a tenant occupying the rental unit, who*
  - (i) is entitled to possession of the rental unit, and*
  - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;*
- (d) a former landlord, when the context requires this.*

[Reproduced as written.]

Further, Policy Guideline #13 states that where a tenant allows a person who is not a tenant to move into the premises and share the rent, the new occupant has no rights or obligations under the tenancy agreement, unless all parties agree to enter into a tenancy agreement to include the new occupant as a tenant.

A.W. does not meet the definition of landlord under the *Act*. K.A. was an occupant at the dispute address but was not added as a party to the tenancy agreement. Therefore, I find the relationship between the parties was not one of landlord and tenant, notwithstanding my use of those terms in this decision for convenience. The parties were roommates. As a result, I find I do not have jurisdiction to hear the applications.

Conclusion

The Landlord's Application and the Tenant's Application are dismissed for lack of jurisdiction.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 7, 2018

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Residential Tenancy Branch