



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OLC, ERP, DRI, LRE, RP, RR, FFT

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution in which the Applicant applied for:

- an Order requiring the landlord to comply with the tenancy agreement or the *Residential Tenancy Act (Act)*;
- an Order requiring the landlord to make repairs;
- an Order suspending or setting conditions on the landlord's right to enter the rental unit;
- for a rent reduction;
- to dispute a rent increase; and
- to recover the fee for filing this Application for Dispute Resolution.

The Applicant, speaking with the assistance of the Assistant for the Applicant, stated that sometime between April 15, 2019 and April 17, 2019 the Dispute Resolution Package was personally served to the male Landlord. The male Landlord stated that he received these documents on April 23, 2019 or April 24, 2019.

On April 18, 2019 the Applicant submitted evidence to the Residential Tenancy Branch. The Assistant for the Applicant stated that this evidence was not served to the Respondents as evidence for these proceedings, as the Applicant did not understand this was required. As the evidence was not served to the Respondent, it was not accepted as evidence for these proceedings.

On May 17, 2019 the Respondent submitted evidence to the Residential Tenancy Branch. The male Respondent stated that this evidence was personally served to the

Applicant on May 17, 2019. The Applicant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Issue(s) to be Decided:

Is there a need to issue an Order requiring the Respondents to comply with the tenancy agreement or the *Act*?

Is there a need to issue an Order requiring the Respondents to make repairs?

Is there a need to issue an Order suspending or setting conditions on the Respondents' right to enter the rental unit?

Is the Applicant entitled to a rent reduction?

Has there been an improper rent increase?

Background and Evidence:

The Respondents submitted a copy of a tenancy agreement to the Residential Tenancy Branch. The Assistant for the Applicant stated that this document was served to the Applicant as evidence for these proceedings, although the Applicant did not have it before her at the time of the hearing.

The Applicant was advised that the tenancy agreement named a party with the initials "K.A" as the tenant. The Applicant stated that the person with the initials "K.A." is her husband. The Applicant thinks that her husband is the only person identified as a tenant on the tenancy agreement.

The male Respondent stated that the Respondents entered into a written tenancy agreement with the Applicant's husband. He stated that they are aware that the Applicant is living in the rental unit with her husband. He stated that the Respondents never entered into a written or oral tenancy agreement with the Applicant.

The Assistant for the Applicant argued that the Applicant is also a tenant of the rental unit because she lives in the unit and the Respondents regularly communicate with her in regards to issues with the rental unit. Neither the Applicant nor the Assistant for the Applicant provided evidence that the Applicant and the Respondents had a conversation in which they discussed entering into a verbal tenancy agreement.

Analysis:

Before considering the merits of the Application for Dispute Resolution, I must determine whether this application has jurisdiction under the *Residential Tenancy Act*. The *Act* outlines the various rights and obligations landlords and tenants have in regards to a rental unit. The *Act* does not assume jurisdiction over disputes between a landlord/property owner and an individual living in the landlord's property, if that individual is not a tenant.

On the basis of the undisputed evidence I find that the Applicant's husband and the Respondents entered into a tenancy agreement for this rental unit. As such, I find that the Applicant's husband has the right to file an Application for Dispute Resolution if he believes the Respondents are not complying with their obligations under the *Act*.

On the basis of the undisputed evidence I find that the Applicant has not entered into a written tenancy agreement for this rental unit.

On the basis of the testimony of the male Respondent and in the absence of evidence to the contrary I find that the Applicant and the Respondents have not entered into a verbal tenancy agreement.

In adjudicating this matter I have placed no weight on the Applicant's testimony that she lives in the rental unit with her husband. A tenant has the right to allow a spouse to live in their rental unit. In such circumstances the spouse is considered an occupant of the rental unit and does not have the same rights and obligations as the tenant. I find that the evidence establishes that the Applicant is an occupant of the rental unit, as she is living in the unit with her husband, who is the tenant.

In adjudicating this matter I have placed no weight on the Applicant's testimony that the Respondents regularly communicated with her in regards to the tenancy. I find that it is not uncommon for landlords to communicate with occupants of a rental unit, as it is often more convenient to do so for a variety of reasons. Similarly, I find that it is not uncommon for a tenant to have his/her spouse communicate with the landlord for a variety of reasons. I do not find that these communications constitute a verbal tenancy agreement.

As the Applicant has failed to establish that she is a tenant of the rental unit, rather than an occupant, I find that she does not have the right to file an Application for Dispute

Resolution in regards to this rental unit. I therefore dismiss her Application for Dispute Resolution, as I do not have jurisdiction over a dispute between these parties.

Conclusion:

The Application for Dispute Resolution is dismissed as I do not have jurisdiction over the relationship between the Applicant and the Respondents. The Applicant's husband retains the right to file an Application for Dispute Resolution in regards to this rental unit.

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: May 31, 2019

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Residential Tenancy Branch