



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFT OLC OPT

### Introduction

This hearing dealt with the applicant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order that the respondent comply with the *Act*, the regulations or a tenancy agreement pursuant to section 62;
- an Order of Possession pursuant to section 54; and,
- authorization to recover his filing fee for this application from the respondent pursuant to section 72.

The respondent and the respondent's lawyer, L.S. attended the hearing. The respondent had full opportunity to provide affirmed testimony, present evidence, and make submissions.

The applicant did not attend the hearing. I kept the teleconference line open for the duration of the hearing to allow the applicant the opportunity to call. The teleconference system indicated only the respondent and I had called into the hearing. I confirmed the correct participant code was provided to the applicant.

### Preliminary Issue: Jurisdiction

The respondent has testified that he is the tenant of a rental unit and he resides in the rental unit. The respondent testified that the applicant occupied a portion of the rental unit. The respondent claims that the applicant is a roommate and not a tenant within the jurisdiction of the *Act*.

The *Act* defines a "landlord" as the "...a person, other than a tenant occupying the rental unit." In this matter, the respondent provided undisputed testimony that he is a tenant

and he resides within the rental unit. Accordingly, the respondent is not a landlord within the *Act*.

*Residential Tenancy Policy Guideline No. 19* also states explains the jurisdiction of the *Act* for roommate disputes as follows:

Disputes between tenants and landlords regarding the issue of subletting may arise when the tenant has allowed a roommate to live with them in the rental unit. The tenant, who has a tenancy agreement with the landlord, remains in the rental unit, and rents out a room or space within the rental unit to a third party. However, unless the tenant is acting as agent on behalf of the landlord, **if the tenant remains in the rental unit, the definition of landlord in the Act does not support a landlord/tenant relationship between the tenant and the third party. The third party would be considered an occupant/roommate, with no rights or responsibilities under the *Residential Tenancy Act*.**

...

**If there is no landlord/tenant relationship, the Act does not apply.** Roommates and landlords may wish to enter into a separate tenancy agreement to establish a landlord/tenant relationship between them or to add the roommate to the existing tenancy agreement in order to provide protection to all parties under the legislation.

...

**Occupants should be aware that the director's authority is limited to the relationship between the original tenant and their landlord. [emphasis added]**

In this matter, I find that the parties do not have a landlord/tenant relationship within the jurisdiction of the *Act*. Under these circumstances and based on the evidence before me, I find that the *Act* would not apply to this matter. I therefore have no jurisdiction to render a decision in this matter.

## Conclusion

I decline to hear this matter as I have no jurisdiction to consider this application.

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 17, 2019

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Residential Tenancy Branch