



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFT OPT**

### **Introduction**

This hearing dealt with an application pursuant to the *Residential Tenancy Act* (the “Act”) for:

- Authorization to recover the filing fees from the respondent pursuant to section 72; and
- An order of possession pursuant to section 54.

The applicant did not attend the hearing that was scheduled to commence at 9:30 a.m. The respondent attended the hearing with an advocate, SS. I left the teleconference hearing connection open until 9:40 to allow the applicant to call into this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed the respondent, her advocate and I were the only ones who had called into this teleconference.

### **Preliminary Issue – Jurisdiction**

The respondent advised me that the nature of the relationship between the applicant and the respondent was that of roommates, as defined in Residential Tenancy Branch Policy Guideline PG-19. The respondent, a tenant as defined in section 1 of the *Act*, allowed the applicant to live in the rental unit with her.

PG-19 guideline states:

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*.

The applicant in this case is a third party occupant/roommate and has no rights under the *Residential Tenancy Act*. As such, the director has no jurisdiction to make a ruling in this case.

#### Conclusion

The director declines to resolve this dispute as the *Residential Tenancy Act* does not apply to this living accommodation.

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: August 09, 2019

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Residential Tenancy Branch