



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

LRE OLC MNDC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on September 5, 2019. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided testimony.

Preliminary Issue – Jurisdiction

The applicant identified himself as the Tenant in this matter. However, as per the Tenancy Agreement provided into evidence, the respondent, M.B., is also a Tenant herself (which she confirmed in the hearing). The Landlord listed on the Tenancy Agreement was not present, and was not named on the application.

I have considered the situation presented here, and I turn to the following portion of the *Residential Tenancy Act*, which 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.

Residential Tenancy Policy Guideline 13 states the following:

A tenant is the person who has signed a tenancy agreement to rent residential premises. Co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement. Co-tenants also have equal rights under the tenancy agreement.

Co-tenants are jointly and severally liable for any debts or damages relating to the tenancy.

I find there is insufficient evidence that the respondent is a Landlord. In fact, the Tenancy Agreement indicates she is also a Tenant. As such, I find there is insufficient evidence to show that the applicant has any legal basis to file this application, given both parties are listed as Tenants. Further, I note there is also insufficient evidence to establish that the respondent is an agent of the landlord and that she would have the authority to exercise all of the powers or perform the duties of a landlord under the Act.

Based on the above facts, I find I do not have jurisdiction to hear this application.

Conclusion

I decline jurisdiction to hear this matter.

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: September 05, 2019

Residential Tenancy Branch