



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Applicant to cancel a One Month Notice for Cause, to have the landlord comply with the Act, and to recover the cost of the filing fee.

Both parties appeared.

Preliminary and Procedural issues

The first issue I must decide is whether the Act applies to this matter.

The Respondents testified that their long-term tenant KT of 11 or 12 years, split up with their partner and asked permission if they could rent out a room. The Respondents stated they gave the tenant permission to rent a room and it was the tenant who advertised the premise looking for a roommate.

The Applicant testified that they started to pay the rent to the head tenant in December 2018, and then they started paying their portion directly to the Respondents starting January 2019. The Applicant stated that they did not pay a security deposit to the landlord.

In this case, I am not satisfied the Applicant is a tenant under the Act, nor am I satisfied that this is a tenancy in common agreement. The tenant KT asked the landlord permission to rent a room under their tenancy agreement of exclusive possession. The tenant KT never gave up that right under that agreement. While I accept the Applicant may have been giving the Respondent their portion for renting the room from the tenant, I find that alone does not create a new agreement, as rent is paid in many methods,

such as the ministry of social services directly pays the rent for their clients, that does not make them a tenant.

This living arrangement only occurred because the tenant KT was given permission to rent a room under their tenancy agreement. Therefore, I find the Applicant is not a tenant under the Act, I find the Application is an occupant and has no legal rights. The tenant KT has the right to have the occupant removed from the premise at anytime, and if KT vacates the premise as an occupant the Applicant must also vacate the premise.

Based on the above, I decline to hear the matter due to lack of jurisdiction. I have noted the name of the tenant KT on the covering page of this decision to ensure there is no confusion should KT or the Respondents need assistance from the police to remove the occupant from the premise.

Conclusion

I decline to hear the matter due to 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: October 03, 2019

Residential Tenancy Branch