



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AS CNC LRE LAT MNDC MT OLC

Introduction

This hearing was convened as a result of the Occupant's Application for Dispute Resolution. A hearing by telephone conference was held on January 21, 2020. The Occupant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

Both the property owner, and the occupant attended the hearing and provided testimony. Both parties confirmed receipt of each other's evidence. The owner confirmed receipt of the occupant's notice of hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The occupant stated that he moved into the rental unit on June 1, 2019, with his partner (the Tenant), C.S., and has lived in the rental unit since that time. The occupant stated that sometime in October the owner issued his partner a notice to end tenancy, so she moved out, but he decided to stay living in the rental unit while he filed to cancel the Notice to End Tenancy issued to his partner.

The owner stated that the occupant is not a tenant, and he was never a party to a tenancy agreement with him. The owner further stated, and provided a copy of the tenancy agreement showing that he originally had a signed tenancy agreement, with a Tenant named C.S. The occupant confirmed that this was his partner. The tenancy agreement lists C.S. as the Tenant, and the second field (where additional tenants may be listed) is blank. The tenancy agreement is only signed by C.S. and the owner. There is also an addendum, listing additional terms of the agreement, which only lists C.S. as the Tenant, and does not list the occupant, T.A. (applicant).

The owner stated he completed a schedule of parties document at the time the tenancy agreement with C.S. was entered into so that he could have C.S.'s phone number and contact information. The occupant submitted his own unsigned copy of the schedule of parties document, which he says lists him as a tenant. The owner denies ever seeing this document or signing it, and claims the occupant has written it up after the fact to include himself as a formal tenant.

I note there are two copies of the schedule of parties document. However, I note neither of the copies are signed and properly incorporated as part of the original tenancy agreement. There is insufficient evidence to show that T.A. ever had a tenancy agreement with the owner, and I do not find either of the schedule of parties documents are sufficiently clear such that I could find they modify, change or add anyone to the initial tenancy agreement provided into evidence. The initial tenancy agreement is only signed by C.S. and the owner, and I do not find T.A. had a tenancy agreement with the owner. I find C.S. was the Tenant. I further note C.S. moved out sometime in November 2019, and I find that tenancy has now come to an end. I further find that T.A. is an occupant of the rental unit, with no rights under the Act.

The following excerpts from the Policy Guidelines may be helpful. Residential Tenancy Policy Guideline # 13 Rights and Responsibilities of Co-tenants is intended to help the parties to an application understand issues that are likely to be relevant. The Guideline provides an explanation of the difference between a Tenant, a co-tenant, Tenants in Common and Occupants.

Tenant

A Tenant is the person who signed the tenancy agreement. 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 and have equal rights under the tenancy agreement.

Tenants in Common

Tenants in common are Tenants who share the same premises or portion of premises under separate tenancy agreements with a Landlord. A Tenant in common has the same rights and obligations as an ordinary tenant with a separate tenancy, and is not responsible for debts or damages relating to the other tenancy.

Occupants

Where a tenant allows a person who is not a tenant to move into the premises and share the rent, the new occupant has no rights or obligations under the tenancy agreement, unless all parties agree to enter into a tenancy agreement to include the new occupant as a tenant.

Residential Tenancy Policy Guideline #19 provides an explanation of Occupants/Roommates. The Guideline provides:

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.

After considering the policy guidelines and the testimony of the parties, I find that the Applicant/occupant does not meet the definition of a Tenant because there is insufficient evidence to show that he ever entered into a signed tenancy agreement with the owner of the rental property. The applicant is an occupant with no rights or responsibilities under the Act.

I find that the Act does not apply to the living arrangement and therefore I have no jurisdiction to hear the dispute. The Application for Dispute Resolution is dismissed without leave to reapply.

Conclusion

I find that the Act does not apply to the living arrangement and therefore I have no jurisdiction to hear the dispute. The Application for Dispute Resolution is dismissed without leave to reapply.

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: January 22, 2020

Residential Tenancy Branch