



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, PSF, LAT, FF

Introduction

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

- cancellation of the landlord’s One Month Notice to End Tenancy for Cause (the “**Notice**”) pursuant to section 47;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order to suspend or set conditions on the landlord’s right to enter the rental unit pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The respondent was assisted by two agents and translators.

Preliminary Issue - Jurisdiction

The parties stated that the applicant rents a room in a single detached home (the “**Property**”) from the respondent. They share both a kitchen and a bathroom. The respondent characterized herself as a “tenant” and stated that she rents the Property from another landlord (who is not a party to this application).

Policy Guideline 27 states:

DISPUTES BETWEEN TENANTS AND ROOMMATES

The RTA gives the director authority to resolve disputes between landlords and tenants. However, a tenant who is entitled to possession of a rental unit and is occupying that rental unit is excluded by definition from being a landlord in the RTA. That means the director has no jurisdiction to resolve disputes between co-tenants, tenants in common, or roommates.

The basis for this can be found in the Act. Section 2 of the Act states:

What this Act applies to

2(1) Despite any other enactment but subject to section 4 [*what this Act does not apply to*], this Act applies to tenancy agreements, rental units and other residential property.

Section 1 of the Act sets out the following definitions:

"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;
- [...]
- (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;

"rental unit" means living accommodation rented or intended to be rented to a tenant;

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;

Based on the testimony of the parties, I find that the respondent is not a "landlord" under the Act, as she is not an owner of the Property where both she and the respondent reside, and that she is a tenant (of the Property's owner) who lives in the Property.

As the Act defines tenancy agreement as an agreement between a landlord and a tenant, and as the respondent is not a landlord, the arrangement between the

respondent and the applicant whereby the applicant rented a room in the Property is not a “tenancy agreement” as defined by the Act.

Similarly, the Act requires that a “rental unit” must be rented or be intended to be rented by a tenant. I find that a “tenant” can only rent a living accommodation from a “landlord” by way of a “tenancy agreement”. As I have already found that the respondent is not a “landlord” that the agreement between the respondent and the applicant is not a “tenancy agreement” I cannot find a room in the Property is a “rental unit” as defined by the Act.

As such, I find that the Act does not apply to the dispute between the respondent and the applicant, and I have no jurisdiction to hear this matter.

Accordingly, I dismiss the application, 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: March 3, 2020

Residential Tenancy Branch