



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC MNDC OLC PSF LRE AAT

### 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 One Month Notice) pursuant to section 47;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- authorization to change the locks and/or to suspend or set conditions on the landlord’s right to enter the rental unit pursuant to section 70;
- an order to allow access to or from the rental unit or site for the tenant or the tenant’s guests pursuant to section 70;

### Preliminary Issue

Do I have jurisdiction under the Act to make a decision on the application before me?

### Background and Evidence

The rental unit is an apartment. The applicant was renting a master bedroom and moved in as a roommate with the respondent on December 1, 2019. The respondent is not the owner of the rental unit but himself is a tenant.

## Analysis

Before making any finding on the merits of the claim, I must determine if I have jurisdiction under the Act to make a decision on the application before me.

Pursuant to section 2 of the Act, the Act applies to **tenancy agreements**, rental units and other residential property.

A tenancy agreement is defined under section 1 of the Act as follows:

***"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;*

Landlord is defined under section 1 of the Act as follows:

***"landlord"**, in relation to a rental unit, includes any of the following:*

...

- (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;

The definition of a tenancy agreement under the Act implies that it is an agreement between a landlord and a tenant. The definition of landlord under the Act specifically excludes a **tenant occupying the rental unit**.

As the respondent in this case is a tenant occupying the rental unit, the respondent is not a landlord as defined under the Act; therefore, the agreement entered into between the parties is not a tenancy agreement as defined under the Act.

The applicant entered into an agreement with another tenant to share accommodations with that tenant. I do not have jurisdiction under the Act for this type of living arrangement.

The application is dismissed without leave to reapply.

Conclusion

I find that I do not have jurisdiction over this matter. The application 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: April 14, 2020

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Residential Tenancy Branch