



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FLOCO ENTERPRISES and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

On June 21, 2020, the Applicant submitted an application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting a monetary order for unpaid rent, and to recover the filing fee paid for the application. The matter was set for a conference call.

The Applicant and the Respondent attended the conference call hearing and were each affirmed to be truthful in their testimony. Both the Applicant and the Respondent were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

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

### Preliminary Matter – Jurisdiction

After reviewing the tenancy agreement submitted into documentary evidence by the Landlord, this Arbitrator noted that the name of the tenant listed on the tenancy agreement and the name of this Respondent did not match.

The Applicant testified that the Respondent was the roommate of the signatory tenant on the tenancy agreement.

After reviewing the tenancy agreement, I find that there is no landlord/tenant relationship between these parties.

I refer these parties to the *Residential Tenancy Branch – Policy Guideline 19 – Assignment and Sublet*, which states the following:

“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.”

As there is no landlord/tenant relationship between these parties, I find that the *Residential Tenancy Act* does not apply to this matter, and I must decline jurisdiction.

### Conclusion

I decline jurisdiction on 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: July 17, 2020

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Residential Tenancy Branch