



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened as a result of the Occupant's Application for Dispute Resolution. A hearing by telephone conference was held on July 7, 2020. The Occupant applied for monetary compensation, pursuant to the *Residential Tenancy Act* (the *Act*).

Both the Landlord's agent, and the occupant attended the hearing and provided testimony. Both parties confirmed receipt of each other's evidence. The agent 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 she moved into the rental unit in June of 2013. The occupant stated that when she moved into the rental unit, the existing tenants, already had an active tenancy agreement with the Landlords, which commenced on December 1, 2012. The Tenants listed on the original tenancy agreement (copy of which is provided into evidence) were S.E. and K.C. The occupant stated that in October 2015, she signed paperwork with the Landlord's agent, including a new tenancy agreement, and an application to include her as a tenant on the original agreement. The occupant provided a copy of the "application for tenancy", which shows she is listed as a prospective tenant, but the occupant did not retain a copy of any of the other documentation she says she signed. The occupant testified she signed a new tenancy agreement, but the Landlord's agent stated that a new agreement was never signed, and the only tenancy

agreement between the parties is the one from December 2012. The Landlord denies ever agreeing to include the applicant as a tenant under original the tenancy agreement. Neither party presented any documentary evidence to show there is another tenancy agreement, which replaced the original one. I find there is insufficient evidence to show there was any other written tenancy agreement, which includes the applicant and occupant as a tenant. As such, I find the applicant/occupant on this application is not a tenant, and does not have a tenancy agreement with the Landlord.

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, I find that the Applicant/occupant does not meet the definition of a Tenant because there is insufficient evidence to show that she 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 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 this application 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: July 07, 2020

Residential Tenancy Branch