



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

This hearing was scheduled to deal with a tenant's application for monetary compensation against a landlord.

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, the respondent stated the parties did not have a tenancy agreement to which the *Residential Tenancy Act* applies as they were roommates. I proceeded to hear from both parties on that matter.

### Preliminary Matter – Jurisdiction

I heard consistent testimony of both parties, that the applicant rented a room in a house from the respondent and she paid him rent for the room; however, the respondent also resides in the house and he is the tenant renting the house from the owner. The respondent testified that he does not rent rooms on behalf of the owner or at the instruction of the owner. Rather, he elects and is permitted by the landlord to rent out rooms to provide for more affordable housing. The applicant indicated she did not have any evidence to contradict the respondent's submissions and she accepted that the respondent is not the owner of the house.

The *Residential Tenancy Act* and my jurisdiction to resolve disputes is limited to tenancy agreements between a landlord and a tenant. A landlord is defined in section 1 to mean:

- (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;
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (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;
- (d) a former landlord, when the context requires this;

[My emphasis underlined]

Residential Tenancy Branch Policy Guideline 27: *Jurisdiction* provides information and policy statements with respect to situations or living arrangements where the Act does not apply and the Residential Tenancy Branch does not have jurisdiction to resolve the dispute between the parties, including situations involving occupants and/or roommates.

#### **4. 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.

For example, if Tenant A enters into a tenancy agreement to rent a 2 bedroom rental unit from their landlord and then rents the second bedroom out to Tenant B, the RTA would not apply to a dispute between those tenants even if Tenant B has exclusive possession of the second bedroom. Under the tenancy agreement between Tenant A and the landlord, Tenant A is entitled to possession of the 2 bedroom rental unit. Since Tenant A is still occupying that rental unit, Tenant A is excluded by definition from being a landlord under the RTA. The director will decline jurisdiction to resolve these types of disputes.

However, if Tenant A is renting residential property (like a house) from their landlord that has more than one rental unit (like an upper suite and a lower suite) and Tenant A rents out the lower suite to Tenant B, the RTA may apply because

Tenant A may meet the definition of a landlord. The director may take jurisdiction in these matters.

For information on the requirements around subletting, please see Policy Guideline 19: Sublet and Assignment.

Depending on the particulars, the Civil Resolution Tribunal may have jurisdiction to resolve disputes between tenants and roommates. Visit [civilresolutionbc.ca](http://civilresolutionbc.ca) for more information.

Residential Tenancy Policy Guideline 19: *Assignment and Sublet* provides the following information regarding occupants and roommates, in part:

**Occupants/roommates**

Disputes between tenants and landlords regarding the issue of subletting may arise when the tenant has allowed a roommate to live with them in the rental unit. The tenant, who has a tenancy agreement with the landlord, remains in the rental unit, and rents out a room or space within the rental unit to a third party. However, unless the tenant is acting as agent on behalf of the landlord, if the tenant remains in the rental unit, the definition of landlord in the Act does not support a landlord/tenant relationship between the tenant and the third party. The third party would be considered an occupant/roommate, with no rights or responsibilities under the Residential Tenancy Act.

[My emphasis underlined]

In the circumstances described to me, I find the parties had a roommate or shared living arrangement and I am not satisfied the respondent meets the definition of a “landlord” because he retained possession of the rental unit, being the house. The respondent is not the owner or acting on behalf of the owner in renting out rooms.

The parties are encouraged to resolve their dispute amongst themselves but if they cannot they may take their dispute to the appropriate forum such as the Civil Resolution Tribunal.

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: October 15, 2020

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Residential Tenancy Branch