



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing was set for 1:30 p.m. on this date to deal with a Tenant's Application for Dispute Resolution for monetary compensation against the respondent.

The Application for Dispute Resolution named two co-tenants, referred to by initials BS and JR. JR appeared for the hearing and stated he did not request or consent for BS to make an Application for Dispute Resolution against the respondent on his behalf. I also heard that BS and JR were provided separate rooms under separate room rental agreements with the respondent. I excluded JR as a named party to this dispute.

The respondent appeared at the hearing and stated she received the Application for Dispute Resolution by email; however, she did not receive any evidence.

The applicant BS did not appear for the hearing despite leaving the teleconference call open at least 11 minutes to give him the opportunity to appear.

The respondent described a shared living arrangement where she resides in the three bedroom rental unit and she rented a room to BS as she had extra bedrooms after her mother and uncle passed away. The respondent stated she was not instructed by the owner of the property to rent out a room and she was not acting as an agent for the owner.

My jurisdiction to resolve disputes is limited to tenancy agreements between a landlord and a tenant.

Under the Act, a landlord is defined as being the owner of the rental unit, or person acting on behalf of the owner; or, where a tenant vacates a rental unit and sublets it to another party.

Given the definition of “landlord” under section 1 of the Act, based on the unopposed submissions of the respondent, I am not satisfied the respondent meets the definition of a landlord.

Considering the unopposed testimony, that the respondent did not vacate the rental unit and that she was only renting a portion of the rental unit to the applicant, I am unsatisfied there was a sublet between the parties.

It is upon an applicant to present their evidence and be able to demonstrate the Act applies to their living accommodation. In this case, the applicant did not appear at the hearing to present a basis for his claims or evidence against the respondent. Nor, did he demonstrate the Act applies to the subject living accommodation. Therefore, I decline jurisdiction to resolve this matter.

Where roommates have a dispute, it is upon them to resolve their disputes in the appropriate forum, such as 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 30, 2020

Residential Tenancy Branch