



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

On September 28, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the Landlord to return of all or part of a security deposit.

The matter was scheduled as a teleconference hearing. The Tenant appeared at the hearing; however, the Landlord did not. The line remained open while the phone system was monitored for ten minutes and the Landlord did not call into the hearing during this time.

The Tenant testified that she served the Landlord with the Notice of Dispute Resolution Proceeding using registered mail sent to the Landlord on October 1, 2020.

The Tenant testified that she entered into an agreement to rent a room starting April 1, 2020 for \$600.00 each month. She testified that she paid rent directly to the Respondent who also lived in the rental unit. She testified that the Respondent rents the rental unit from a Landlord and that the Respondent was not acting as an agent for the homeowner when they entered into a tenancy agreement.

The Tenant testified that the Respondent failed to return a \$300.00 security deposit to her when the tenancy ended on July 31, 2020.

Residential Tenancy Branch—Policy Guideline 19 - Assignment or Sublet provides the following guidance with respect to such situations and reads as follows:

“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."

Based on the testimony of the applicant and the evidence before me, I make the following finding:

I find that under the Act, the Applicant was a roommate of the Respondent and as such the Act does not apply to this dispute. I find that this is a tenant vs tenant dispute. Accordingly, I decline jurisdiction.

The Application is dismissed.

Conclusion

I decline jurisdiction to hear the dispute between the parties on the basis that there is insufficient evidence to establish that there was a tenancy agreement created between the applicant and the Landlord/ owner of the property.

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: February 09, 2021

Residential Tenancy Branch