



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, RP, RPP, RR, OLC, FFT

### Introduction

This hearing was convened as a result of the Occupants' Application for Dispute Resolution. A hearing by telephone conference was held on September 29, 2022. The Occupants applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

The property owner (and his agent) attended the hearings. The occupant, K.R., also attended the hearing with G.R. All parties provided affirmed testimony. Both parties confirmed receipt of each other's evidence and were willing and able to proceed and admit all evidence submitted following the first hearing in June 2022.

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

A copy of the tenancy agreement was provided into evidence, which shows that the owner's agent, R.M., is named as the "Landlord" and G.R. and V.R. are named as "Tenants". The tenancy agreement started on October 1, 2021, and currently continues on a month-to-month basis. The tenancy agreement was signed by R.M. who was acting as the Landlord's agent, as well as both named Tenants, G.R. and V.R. There was a one-page addendum with several additional terms. Again, this addendum was signed by the Landlord's agent, and the two named Tenants, G.R. and V.R. As part of this addendum, the following term was included:

*5) The Tenants are aware they may not have additional residents living in the house who are not listed on the original residential tenancy application without first receiving prior approval from the Landlord or agent, except K.R. (who is the applicant on this application).*

A copy of the rental applications was also provided which shows that the application to rent the premises was made by V.R. On this rental application form, it lists the applicant on this application, K.R., as an additional “occupant”.

K.R. asserts that she should be considered a Tenant because she was the one who found the rental unit, and was involved in moving in/getting it set up. K.R. opined that it was the Landlord’s error to not include her as a Tenant on the tenancy agreement.

I have reviewed the testimony and evidence on this matter, and I find the applicants for this matter are not Tenants. K.R. and A.N. are occupants of the rental unit, with no rights under the Act. They were not listed as Tenants on the tenancy agreement, and the agreement was entered into by two other individuals V.R. (daughter of applicant) and G.R. (ex-husband of applicant). In fact, K.R. was clearly listed as an occupant on the addendum.

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 # 13 Rights and Responsibilities of Co-tenants is intended to help the parties to an application understand issues that are likely to be relevant.

### **H. OCCUPANTS**

*If a tenant allows a person to move into the rental unit, the new person is an occupant who has no rights or obligations under the tenancy agreement, unless the landlord and the existing tenant agree to amend the tenancy agreement to include the new person as a tenant. Alternatively, the landlord and tenant could end the previous tenancy agreement and enter into a new tenancy agreement to include the occupant.*

After considering the policy guidelines and the testimony of the parties, I find that the Applicant/occupant does not meet the definition of a Tenant because there is insufficient evidence to show that either of them ever entered into a signed tenancy agreement with the owner of the rental property. As stated above, the applicants are occupants with no rights or responsibilities under the Act. They have no contractual relationship with the owner/respondent.

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.

### Conclusion

I find that the Act does not apply to the living arrangement 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: September 29, 2022