



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing was convened as a result of the Occupant's Application for Dispute Resolution. A hearing by telephone conference was held on September 1, 2022. The Occupant applied for monetary compensation, pursuant to the *Residential Tenancy Act* (the *Act*).

The Landlord and an agent for the occupant attended the hearing and provided affirmed testimony. Both parties confirmed receipt of each other's evidence. The Landlord confirmed receipt of the occupant's Notice of Dispute Resolution Proceeding.

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 Landlord stated that J.B., the applicant/occupant, is not a Tenant, and was only ever an occupant. The Landlord stated that he signed a tenancy agreement with J.B.'s partner/wife, L.W. The Landlord stated that he only ever dealt with L.W. during the tenancy, as she was the one who signed the tenancy agreement, and the one who paid him rent. The Landlord provided a copy of part of the tenancy agreement, and the rental application form into evidence. On the rental application form, it lists L.W. as the applicant/tenant, and J.B. is listed as an "additional occupant". The rental application form is only signed by L.W. The last page of the tenancy agreement was provided into evidence, which shows that although J.B. and L.W. had their names listed at the bottom of the documents, only L.W. signed the tenancy agreement as a Tenant. Further, in the addendum to the tenancy agreement, it notes that the tenancy agreement is between

the Landlord and L.W. Only the Landlord and L.W. signed the addendum. The occupant's agent opined that J.B. should be considered a Tenant because he was married to L.W. and he was listed on the tenancy agreement.

Having reviewed the totality of evidence and testimony on this matter, I find that J.B. is an occupant, and not a Tenant. In making this determination, I note J.B. did not sign the tenancy agreement, or the addendum. I also note he was only listed as an occupant on the rental application form. Only parties who are listed on the tenancy agreement, and who signed that agreement are considered Landlords/Tenants.

I further find that the applicant/occupant, J.B., is an occupant of the rental unit, with no rights under the Act.

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 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 he 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 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 02, 2022

Residential Tenancy Branch