



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL - MT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on November 8, 2022. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- To cancel a 2 Month Notice to End Tenancy for Landlord's Use

Both parties attended the hearing and provided affirmed testimony.

Preliminary Issue – Jurisdiction

At the outset of the hearing, both parties confirmed that the person named as the Landlord on this application lives in the rental unit with the applicant, as a roommate. The applicant confirmed that he rents a room and shares monthly rent with the respondent. The respondent stated that he has a tenancy agreement with the owner of the rental unit, and in order to reduce his monthly expenses, he obtained roommates. The respondent confirmed that no new tenancy agreement has been signed, and the only agreement that exists is the one between himself and the owner.

I have considered the situation presented here, and I turn to the following portion of the *Residential Tenancy Act*, which defines a landlord as follows:

"landlord", in relation to a rental unit, includes any of the following:

- (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.

Residential Tenancy Policy Guideline 13 states that 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.

The applicant in this matter does not meet the definition of a Tenant, and it appears he is a roommate/occupant, rather than a formal tenant, with a tenancy agreement with the Landlord. Further, I note the respondent in this application is not a Landlord, and there is insufficient evidence to establish that he is an agent of the landlord. He does not have the authority to exercise all of the powers or perform the duties of a landlord under the Act.

There is no evidence that the applicant, the respondent and the landlord all entered into a tenancy agreement to include the applicant as a tenant.

Based on the above facts, I find I do not have jurisdiction to hear this application.

Conclusion

I decline jurisdiction to hear this matter.

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: November 9, 2022