



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL, MDCL, FFL

Introduction

The Applicant filed an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) for the tenant to for damage to the rental unit, for rent amounts owing, for other money owed, and for return of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Act* on January 10, 2023. In the conference call hearing, I explained the process and provided the single attendee – the Applicant – the opportunity to ask questions.

Preliminary Issue – Notice of the hearing to the respondent

The Applicant attended the hearing; the Respondent did not attend.

In the hearing, the Applicant described how they delivered the Notice of Dispute Resolution Proceeding to the Respondent. This was in-person at the Respondent’s place of work. They provided a video of this transaction, from May 13, 2022 after they received the “RTB dispute documents”.

From what the Applicant presents here on notifying the Respondent about this hearing, I am satisfied they served the Respondent notice of this hearing in a method prescribed by s. 89(1)(a) the *Act*. I find the document received by the Respondent on May 13, 2022.

Preliminary Issue – Jurisdiction

The Notice of Dispute Resolution Proceeding lists the Respondent as the “Tenant” in this matter. The Respondent did not attend to clarify the living arrangement.

In the hearing, the Applicant stated that they are not the owner of the rental property in which they resided. They rented the single room to the Respondent for the owner/landlord, who did not attend the hearing. According to the Applicant, the landlord/owner “doesn’t want to be involved with the tenancy.” This short-term four-month agreement started on September 30, 2021, and ended on December 30, 2021 with no notice from the Respondent that they were moving out. The arrangement was for a single room, rented to the Respondent by the Applicant. The Applicant and Respondent shared a bathroom and kitchen in the lower level of the rental property.

The *Act* in s. 1 defines the term ‘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.

The *Act* defines “tenancy agreement” as

an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a license to occupy a rental unit.

I find from the testimony of the Applicant that the Applicant themselves is a tenant who occupies the rental unit. That is the limit of their role, and as per (c) of the definition of “landlord” above” because they occupy the rental unit, they are barred from bringing this Application.

The *Residential Tenancy Policy Guideline 27: Jurisdiction*

<https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/policy->

[guidelines/gl27.pdf](#) provides an example, on page 8, as disputes between a tenant and a roommate:

For example, if Person A enters into a tenancy agreement to rent a 2 bedroom rental unit from a landlord and occupies the first bedroom and rents the second bedroom out to Person B, the RTA would not apply to a dispute between Person A and Person B even if Person B has exclusive possession of the second bedroom. The director does not have jurisdiction to resolve these types of disputes.

As a result, the Applicant in this matter does not meet the definition of a “landlord”, pursuant to s. 1 of the *Act*. I find the Respondent here is not a “tenant” of the Applicant; rather, they were another occupant in the rental unit, or a roommate.

As per s. 2 of the *Act*, the *Act* only applies to tenancy agreements and rental units. This was not a landlord-tenant relationship; therefore, there was not a tenancy agreement. This was an agreement between roommates.

Based on these facts, and an application of the *Act*, I do not have jurisdiction to hear this Application. The *Residential Tenancy Policy Guideline 27* also provides that the Civil Resolution Tribunal may have jurisdiction to resolve this dispute. Alternatively, the Applicant here should refer this matter to the actual owner of the rental unit property.

Conclusion

Having declined jurisdiction to hear this matter, I dismiss this Application for Dispute Resolution in its entirety, 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 *Act*.

Dated: January 11, 2023

Residential Tenancy Branch