



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

The Applicant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- a monetary order pursuant to s. 67 for compensation or other money owed;
- an order pursuant to s. 38 for the return of the security deposit and/or the pet damage deposit; and
- return of the filing fee pursuant to s. 72

A.S. appeared as the Applicant. K.F. appeared as the Respondent.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to s. 71(2) of the *Act* that the parties were sufficiently served with the other’s application materials.

Preliminary Issue - Jurisdiction

At the outset of the hearing, I confirmed whether the Applicant and Respondent shared living accommodations during the purported tenancy. The Applicant advised that she did share the same space, including the kitchen and washroom. The Respondent confirmed this as well, adding that she rents the space, lives there, and obtained a roommate, in this case Applicant. Both parties confirmed they were roommates.

Policy Guideline #27 provides guidance on the question of jurisdiction and states the following with respect to disputes between tenants and roommates:

8. Disputes Between Tenants and Roommates

The RTA gives the director authority to resolve disputes between landlords and tenants. However, a tenant who is occupying a rental unit is excluded from the definition of a landlord in the RTA. That means the director has no jurisdiction to resolve disputes between co-tenants, tenants in common, or roommates.

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.

However, if Person A is renting a residential property with more than one rental unit (like a house with an upper suite and a lower suite) and Person A rents out the lower suite to Person B, the director may have jurisdiction. Person A may meet the definition of a landlord under the RTA because they are not occupying the rental unit Person B resides in but they are entitled to possession of that rental unit and are exercising the rights of a landlord in relation to it.

For information on the requirements around subletting, please see Policy Guideline 19: Sublet and Assignment.

Depending on the particulars, the Civil Resolution Tribunal may have jurisdiction to resolve disputes between tenants and roommates. More information about the Civil Resolution Tribunal can be found at civilresolutionbc.ca

As per the guidance in Policy Guideline #27, pursuant to ss. 1, 2, and 4 of the *Act*, and based on the information provided to me by the parties, I find that I do not have jurisdiction to adjudicate this dispute. The parties shared living accommodations and this is not a situation where the Respondent sublet a separate rental unit to the Applicant such that jurisdiction could be exercised under the *Act*.

As I do not have jurisdiction, I hereby dismiss the application without leave to reapply in its entirety.

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: May 09, 2023

Residential Tenancy Branch