

DECISION

Introduction

This hearing dealt with the Applicant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing also dealt with the Respondent's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- the return of the Tenant's security deposit under section 38 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Applicants HW and LW attended the hearing.

EH attended the hearing, representing the Respondent.

Preliminary Matters

EH confirmed that the spelling of the Respondent's name on the Respondent's application was his legal name. The Respondent's name on the primary Application has been amended accordingly.

In order to determine whether either party is entitled to the relief it seeks, I must first determine whether I have jurisdiction over this dispute. My jurisdiction flows from the Residential Tenancy Act: if the Act applies to the parties, I have jurisdiction; if not, I do not have jurisdiction and must decline to proceed.

The Residential Tenancy Act regulates the relationship between landlords and tenants in British Columbia. Such a relationship is established when a tenancy agreement exists between the parties. In the Act, a tenancy agreement is defined broadly:

"tenancy agreement" means 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 licence to occupy a rental unit;

In order to have jurisdiction, I must find that there is a contractual relationship between the Applicants and the Respondent.

In a previous decision dated September 24th, 2025 (after the Respondent had vacated the rental unit) another RTB arbitrator found that a third party, YK, was the tenant of the Applicants and the landlord for the Respondent – in other words, the Respondent was the subtenant of YK. As a result, my colleague found that there was no tenancy agreement between the Applicants and the Respondent.

An application for review consideration was dismissed in a decision issued on October 2nd, 2025.

The question of whether a tenancy agreement exists has therefore already been determined in a final decision. Res judicata is the legal doctrine that what has already been finally determined between the parties may not be relitigated. One branch of res judicata, issue estoppel, applies:

- when there has been a final decision
- when the parties are the same; and,
- the same issue was determined

All three of these criteria are present in the current circumstance: a final decision was rendered between the same parties, determining the same issue.

I must therefore apply the finding of the previous decision and I thus find there is no tenancy agreement between the parties.

As I have found that there is no tenancy agreement between the parties, I therefore have no jurisdiction over this dispute.

Conclusion

I decline to proceed due to a lack of jurisdiction.

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: February 26, 2026

Residential Tenancy Branch