



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order including recovery of the filing fee. The landlord and the two tenants' former employer participated in the hearing and each gave affirmed testimony. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Whether the landlord is entitled to a monetary order

Background and Evidence

Pursuant to a written tenancy agreement the term of the tenancy is from October 1, 2007 to October 1, 2008. The respondent is not identified in the tenancy agreement; rather, two of his now former employees are named and signed the document as tenants. Further, the landlord is not named in the tenancy agreement and neither does the tenancy agreement bear her signature.

Rent in the amount of \$1,900.00 is payable in advance on the first day of each month. A receipt dated September 2, 2007 shows that the landlord collected a security deposit in the amount of \$950.00. By letter dated April 30, 2008 on the respondent's letterhead, the respondent's secretary informs the landlord of one month's notice to conclude the tenancy effective at the end of May 2008. The landlord submitted a copy of a cheque issued by the respondent dated June 1, 2008 for June's rent which is stamped "payment stopped." Additionally, the landlord submitted copies of receipts for a wide

range of goods purchased which she claimed were necessary for repairs to damage of the unit. Receipts were also submitted for items purchased to replace items allegedly damaged or stolen by the tenants. There was no move-in or move-out inspection report completed. Neither are there any before or after pictures of the unit submitted into evidence.

The respondent said the tenants entered into a tenancy agreement with the landlord independently from him as their employer. He claims that he provides a limited allowance to employees for rent. The respondent states that in this case the allowance for single accommodation falls short of one month's rent, and that these tenants found additional employees to move into the unit in order to share the rent. He states that employer issuance of rental cheques to the landlord on behalf of employees is a matter of convenience and does not obligate him to tenants' responsibilities to the landlord.

Analysis

I am unable to conclude that the respondent who has been served in this dispute is a party to the tenancy agreement. Further, the landlord says the tenants named in the tenancy agreement provided no forwarding address and she does not presently know of their whereabouts. In any event, in the absence of move-in and move-out inspection reports or before and after pictures, there is insufficient evidence to determine the extent of any responsibility tenants might bear with regard to the condition of the unit.

Conclusion

I dismiss the landlord's application.

DATE: September 30, 2008

