



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, RR, and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of his security deposit; for authorization to reduce the rent for repairs, services, or facilities agreed upon but not provided; and to recover the filing fee from the Landlord for the cost of filing this application.

The Tenant stated that on May 08, 2012 he mailed the Application for Dispute Resolution and Notice of Hearing to the Agent for the Landlord. The Agent for the Landlord acknowledged receipt of these documents. She stated that she forwarded the documents to the Landlord, even though he is not named on the Application for Dispute Resolution.

The Agent for the Landlord submitted documents to the Residential Tenancy Branch, copies of which were not served to the Tenant. As these documents were not served as evidence for these proceedings, it was not accepted as evidence for these proceedings. The Tenant submitted no evidence to the Residential Tenancy Branch.

At the outset of the original hearing the Agent for the Landlord stated that she is not the Landlord, although she has acted as an agent for the Landlord since the start of this tenancy. She acknowledged that she collects rent from the Tenant but she contends that she immediately forwards it to the Landlord. She stated that the Landlord and the Tenant entered into a written tenancy agreement for the rental unit. She stated that she has a tenancy agreement that is signed by both parties.

At the original hearing the Tenant stated that he does not have an address for the person named as the Landlord on his tenancy agreement; that he did enter into a fixed term tenancy agreement with the person named as the Landlord on the tenancy agreement, the fixed term of which ended on October 30, 2009; that his copy of the agreement is not signed by the person named as the Landlord on the tenancy agreement; that he signed his copy of the tenancy agreement; and that he does not believe the person named as the Landlord on the tenancy agreement is his landlord, as he has always dealt with the Agent for the Landlord.

On the basis of the testimony of the Agent for the Landlord and the undisputed testimony that the another individual is named as the Landlord on the written tenancy

agreement, I find that the Respondent was acting as an agent for the Landlord and that the person named as the Landlord on the tenancy agreement should also be named on this Application for Dispute Resolution.

At the original hearing the Tenant was given the opportunity to request an adjournment for the purposes of amending the Application for Dispute Resolution to include the name of the person named as the Landlord on the tenancy agreement. The Tenant requested an adjournment after being advised that I would likely dismiss his Application for Dispute Resolution if he elected to proceed with the hearing on June 26, 2012, given that the person named on the tenancy agreement has not been named as a Respondent. The original hearing was adjourned and both parties were advised that they were required to attend the reconvened hearing at the time and date of stated on the Notice of Reconvened Hearing that would be sent to them by the Residential Tenancy Branch.

At the original hearing the Tenant was advised that he could serve the Agent for the Landlord with the amended Application for Dispute Resolution, as he contends he does not have a mailing address for the person named on the tenancy agreement.

At the outset of the reconvened hearing the Agent for the Landlord stated that she has not been served with an amended Application for Dispute Resolution.

Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to the return of the security deposit paid in relation to this tenancy; for compensation for blinds; and to recover the cost of filing this Application for Dispute Resolution.

Analysis

Section 61 of the *Residential Tenancy Act* states that upon accepting an application for dispute resolution, the director must set the matter down for a hearing and that the director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for an oral teleconference hearing.

Rule 10.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The reconvened hearing was scheduled to commence at 1:00 p.m. on July 18, 2012. I dialed into the teleconference at 1:02 p.m., at which time the Agent for the Landlord had already dialed into the teleconference. I monitored the teleconference until 1:13 p.m., at which time I concluded the conference after determining that the Tenant had not yet dialed into the conference.

Conclusion

I find that the Landlord failed to diligently pursue the application and I therefore dismiss the application 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 *Residential Tenancy Act*.

Dated: July 18, 2012.

Residential Tenancy Branch