



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR OPC OPB MNR MNDC MNSD MND FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords to obtain an Order of Possess for: unpaid rent or utilities; for cause; for breach of an agreement; and for a Monetary Order for: unpaid rent or utilities; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the security and or pet deposit; for damage to the unit, site or property; and to recover the cost of the filing fee from the Tenant for this application.

### Issue(s) to be Decided

Should this application proceed or be dismissed?

### Background and Evidence

The Landlords submitted documentary evidence which included, among other things, copies of: their application for dispute resolution and a 10 Day Notice issued September 25, 2012.

Upon review of the application for dispute resolution the Landlord's Agent advised that they had listed an incorrect name for the Landlord; however, they listed the Owner's correct name as the second applicant. The Agent advised that she personally filed this application and listed their corporate company name in the signature block instead of her own name as the person who filed the application. She requested that I disregard the incorrect name on the application.

Upon review of the 10 Day Notice it was noted that the Landlord's name was wrong so they crossed it out but it still listed the Agent's company name. The owner, confirmed it was his signature on the 10 Day Notice; however, he did not print his name below as the person who signed the document and he does not have authority to sign as agent for his Agent.

The application was for a monetary order of \$5,000.00 which would require a \$50.00 filing fee. I note that the Landlord listed over \$6,000.00 in the details of their dispute for the Monetary Order which would require a \$100.00 filing fee. Upon review of this the Agent indicated that they would just amend their claim to be within the \$5,000.00 range.

Upon review of the details of the tenancy neither the Owner nor his Agent was able to provide me with the start date of this tenancy. They indicated that they would “just go with” January 2005. When asked how much of a security deposit was paid the Owner said the Tenant did not pay a security deposit. The Agent submitted that she applied for the security deposit out of habit and that in fact no deposit had been made.

### Analysis

The evidence indicates an incorrect company name was listed as the applicant to this dispute. I find that because the Tenant did not have a tenancy agreement with the named Applicant the Tenant may have simply ignored this claim.

In addition to an incorrect name listed on the application the Agent did not list her name as the person submitting the application; neither the Agent nor the Owner were able to provide the start date of the tenancy; an incorrect name is listed on the 10 Day Notice; the Owner did not print his name under his signature on the 10 Day Notice and affirmed that he did not sign on behalf of his Agent; and the application included a request to keep the security deposit yet the Owner submitted that the Tenant did not pay a security deposit.

Upon consideration of the above mentioned inconsistencies I find the Landlord has provided insufficient evidence to proceed with this application and I further find the 10 Day Notice to be invalid.

### Conclusion

The Landlord's application is HEREBY DISMISSED.

The 10 Day Notice issued September 25, 2012, is HEREBY CANCELLED and is of no force or effect.

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: December 17, 2012.

---

Residential Tenancy Branch