



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit and to recover the filing fee from the Landlord for the cost of filing this Application for Dispute Resolution.

The female Tenant stated that the Application for Dispute Resolution and Notice of Hearing were mailed to the Respondent, via registered mail, at the service address noted on the Application, on November 16, 2012. Canada Post documentation was submitted that corroborates this statement. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Respondent did not appear at the hearing.

Issue(s) to be Decided

Is the Tenant entitled to the return of the security deposit and to recover the cost of filing this Application for Dispute Resolution?

Background and Evidence

The female Tenant stated that this tenancy began on February 01, 2006; that the rental unit was sold during the tenancy; that on June 01, 2007 a representative from a realty management company informed the Tenant that the management company was the new landlord and that rent should be paid to the management company; that the Tenant paid their rent to the management company since that time; that on June 31, 2012 the Tenant was served with a Notice to End Tenancy, which named the management company as the landlord that on November 22, 2012 a representative of the management company informed the Tenant that their security deposit would be returned to them; that the Tenant has never been told that the Respondent is the Landlord; that the Tenant has never knowingly entered into a tenancy agreement with the Respondent; and that the Respondent is the registered owner of the rental unit.

Analysis

I find that the Tenant has submitted insufficient evidence to establish that the Respondent is the landlord of this rental unit. While it is entirely possible that the

Respondent, who is the owner of the rental unit, is the landlord, it is also possible that a third party is the landlord. Without some sort of evidence that shows the management company the Tenant was dealing with during the latter part of the tenancy was acting on behalf of the Respondent or some sort of evidence that shows the Tenant entered into a tenancy agreement with the Respondent, I am simply not satisfied that the Tenant and the Respondent have a landlord/tenant relationship.

Conclusion

As I am not satisfied the Tenant and the Respondent have a landlord/tenant relationship and I have not considered the merits of the Tenant's Application for Dispute Resolution, I dismiss the matter with leave to reapply.

The Tenant retains the right to file another Application for Dispute Resolution naming the management company as the Respondent. The Tenant also retains the right to name the owner of the rental unit in the new Application for Dispute Resolution, in the event the management company establishes that it has been acting on behalf of the owner.

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: February 13, 2013

Residential Tenancy Branch

