

# **Dispute Resolution Services**

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Residential Tenancy Branch
Office of Housing and Construction Standards

#### **DECISION**

<u>Dispute Codes</u> MNSD, FF

## **Introduction**

This hearing was convened by way of conference call in response to the tenant's application to recover the security deposit and the filing fee from the landlord for the cost of this application.

The tenant and property owner attended the conference call hearing, gave sworn testimony. The parties provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

### Issue(s) to be Decided

Is the tenant entitled to recover the security deposit?

#### Background and Evidence

The tenant testifies that this tenancy was due to start on August 01, 2012. The tenant testifies that she met with a person who claimed he was the landlord's property manager and verbally agreed to rent this unit for the monthly rent of \$2,300.00. The tenant testifies that she paid a security deposit of \$1,150.00 on July 26, 2012 and has provided a signed receipt for this amount.

The tenant testifies that after speaking to the property manager again, the property manager informed the tenant that they wanted another \$200.00 per month for the tenant to rent the garage. The tenant testifies that she did not agree to this as the garage was already included in the original rent. This property manager also refused to give the tenant a tenancy agreement and wanted the tenant to pay rent in cash without a receipt. The tenant testifies this made the tenant wary and so the tenant decided not to move into the property.

The tenant testifies that she called the property managers who refused to give the tenant there last names or contact details and refused to return the security deposit paid. The tenant then wrote to them providing her forwarding address and request for them to return the security deposit. The tenant testifies that they have not returned the deposit and the tenant had to track down the home owners address and has filed her application against the home owner.

The home owner testifies that he knows nothing about this transaction. The 'property managers' are not in fact the landlords property managers but the male person was the home owners tenant. If that tenant has tried to sublet the rental unit to this tenant then that tenant would have become this tenant's landlord.

The home owner has provided a copy of the tenancy agreement in place between the home owners and this other tenant. The home owner testifies that he was not told that his tenants were trying to sublet the unit and when he asked his tenant about this after receiving the tenants hearing documents his tenant told him that it was a matter between them and this tenant and that they were going to sublet the house to this tenant.

The home owner testifies that that tenant is no longer living at the rental unit but the home owner has offered to assist this tenant in trying to find their address so the tenant can serve them with the hearing documents for any new proceeding.

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<u>Analysis</u>

In this matter I find the tenant has not filed an application against the correct landlord. If

a tenant sublets a rental property then the original tenant would become the landlord for

the sublet tenant. Consequently I must dismiss the tenant's application today with leave

to reapply.

The tenant must determine the name and address of the correct landlord in order to file

against that party and serve that party at their address.

Conclusion

The tenant's application is dismissed with 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: April 11, 2013

Residential Tenancy Branch