



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services and Stratatech Consulting Ltd  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPC FF

### Introduction and Analysis

This hearing dealt with the applicant's Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (the "Act"), seeking an order of possession for cause and to recover the filing fee.

An agent for the applicants, SA, attended the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. Applicant SA testified that the Notice was mailed via registered mail to the tenant at the rental unit on March 16, 2013. A tracking number was provided as evidence. Applicant SA testified that according to the online tracking information on the postal website, the registered mail package was confirmed as delivered on April 9, 2013. SA stated that the tenant continues to occupy the rental unit. I find the tenant was sufficiently served in accordance with the *Act*.

Applicant SA was unable to provide any details regarding the tenancy agreement such as a start date of the tenancy and whether a security deposit was paid by the tenant. Applicant SA testified that the Strata Corporation had served a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") on the tenant without the consent of the landlord, who was the owner of the rental unit. Documentary evidence submitted indicates the name of the landlord; however, the applicants in this dispute are the Strata Corporation and their agent.

Applicant SA testified that the owner refused to serve the tenant with a 1 Month Notice. There was **no evidence** presented that the landlord, the owner of the rental unit which the tenant entered into a tenancy agreement with, had appointed the Strata Corporation to act on the landlord's behalf. Furthermore, applicant SA stated under oath that there was no agreement between the landlord and the Strata Corporation to have the Strata Corporation act on the landlord's behalf.

The definition of landlord under the *Act* states:

**"landlord"**, in relation to a rental unit, includes any of the following:

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
  - (i) permits occupation of the rental unit under a tenancy agreement, or
  - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (c) a person, other than a tenant occupying the rental unit, who
  - (i) is entitled to possession of the rental unit, and
  - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) a former landlord, when the context requires this;

**I find** that where a Strata Corporation has not been authorized to act on behalf of the landlord, a Strata Corporation does not fall within the definition of a landlord under the *Act*. There is no evidence to support that the Strata Corporation was acting on behalf of the landlord, or as an agent of the landlord. Therefore, the 1 Month Notice for Cause issued by the Strata Corporation was not issued by a landlord as defined under the *Act* and is **not valid** as a result. Consequently, **I cancel** the 1 Month Notice as it was not served by a landlord as defined under the *Act*.

As a result of the above, **I dismiss** the application of the applicants in full, without leave to reapply as they do not have standing as a landlord.

### Conclusion

The 1 Month Notice is dismissed as it is not valid. The applicant's application is dismissed in full, without leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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

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Residential Tenancy Branch

