



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the respondent by mailing, by registered mail to the forwarding address provided by the respondent. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on April 1, 2012 and ended on July 1, 2013. The rent was \$1400. A security deposit of \$700 was paid at the start of the tenancy.

Analysis

The representative of the respondent testified that it is her understanding that the tenancy was between the landlord and a corporate entity that employs the named

respondent. She further stated that the corporate entity has filed a claim against the landlord. She did not have a copy of that Application. However, the landlord testified that she has been served with a copy of the Application for Dispute Resolution and the hearing is set for November 15, 2013. Neither party had a copy of the written tenancy agreement with them although both indicate there is a written tenancy agreement. The landlord has made a number of claims. However, she has failed to provide receipts, bills, letters and other documentary evidence which proves those claims.

In the circumstances I determined that it was appropriate to dismiss this claim with liberty to re-apply for the following reasons:

- It is impossible to determine whether the respondent is a tenant. Neither party produced a copy of the written tenancy agreement or had access to one at the hearing.
- The landlord failed to provide the Residential Tenancy Branch or the other side with the documents that were necessary to prove her case on the merits.
- The agent for the respondent was unfamiliar with the facts of this case and could not provide evidence dealing with the merits of the landlord's claim..
- The corporate entity has filed a claim against the landlord that is set for hearing for November 15, 2013.
- It is appropriate for both claims to be heard at the same time.

As a result I ordered that the Application be dismissed with liberty to re-apply. I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

Should the landlord wish to make a claim the landlord must determine who the tenant is, file a new Application for Dispute Resolution at the Residential Tenancy Branch identifying the tenant and asking that the hearing be set down for the same time as the hearing brought by the corporate entity. The landlord must also provide all evidence including a written tenancy agreement, receipts, bills, letters from the Strata Corporation

etc. that she wishes to rely on in accordance with the Residential Tenancy Act, Regulations and Rules and deliver copies of this evidence to the Branch and the other side.

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: October 31, 2013

Residential Tenancy Branch

