



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes:

MNDC, MNSD, RPP, FF

Introduction

This is the Tenant's application for compensation for damage or loss under the Act, regulation or tenancy agreement; for return of the security deposit; for an Order that the Landlord return its personal possessions; and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

The Tenant's agent testified that the Notice of Hearing documents were mailed to the Landlord, via registered mail, on October 8, 2013. He provided the tracking numbers for the registered documents. The Tenant's agent stated that he mailed copies of the Tenant's documentary evidence to the Residential Tenancy Branch and to the Landlord on November 5, 2013.

Preliminary Matters

The Applicant's address on the Application is the address for the rental unit. Tenant's agent confirmed that the tenancy has ended and provided a new address for service of documents.

At the outset of the Hearing, the Landlord advised that the parties had a previous hearing on October 31, 2013 regarding this tenancy. The Landlord provided the file number for the previous hearing. A search of the Residential Tenancy Branch's electronic filing system indicates that the arbitrator dismissed the Landlord's application with leave to reapply and gave the following background and analysis in his decision:

The representative of the respondent testified that it is her understanding that the tenancy was between the landlord and a corporate entity who 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 etc which support 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 had a copy of the written tenancy agreement.*
- 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.

The Landlord reapplied on November 1, 2013. She gave the file number for her new application, which is set to be heard on February 17, 2014, at 9:00 a.m. The Landlord testified that she had provided the Notice of Hearing and copies of her documentary evidence to the Tenant's agent. The Tenant's agent acknowledged that he had received the documents.

I agree that both applications should be heard at the same time. I heard none of the merits regarding this matter and therefore **I ORDER that the Tenant's Application be adjourned to be heard with the Landlord's application on February 17, 2014, at 9:00 a.m.**

Conclusion

This matter is adjourned to be heard at the same time as the Landlord's Application on February 17, 2013, at 9:00 a.m. A Notice of Reconvened Hearing accompanies this interim Decision. The Landlord is not required to serve the Tenant with a copy of the Notice of Reconvened Hearing.

This interim 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: November 25, 2013

Residential Tenancy Branch

