



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding B & K HOLDING LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC

### Introduction

This hearing was convened by way of conference call in response to an application made by the tenant for the return of all or part of the pet damage or security deposit and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the “Act”), regulation or tenancy agreement.

The complete names of the parties referred to in this decision are recording on the front page of this decision. The tenant appeared for the hearing with an advocate and one of the landlords named in this application (“CR”) also appeared for the hearing. The tenant stated that she had served the Notice of Hearing documents to the MH personally and that she had served BKH and CR by registered mail. CR confirmed receipt of the hearing documents and as a result, I find that the tenant served the landlords as required by the Act.

### Preliminary Issues

The tenant stated that she was subletting suite 609 (the dispute address on the tenant’s application for this hearing) from MH who is the landlord for this tenancy. However, it was determined that the tenant is seeking monetary compensation regarding another rental suite, 108, for which the landlord was BKH and CR. The tenant stated that her rent money and security deposit, provided by a funding body intended for suite 609, was inadvertently paid to BKH and CR because this is to whom the rent was being paid to for her previous tenancy for 108. The tenant now seeks the return of this money which she claims was paid to BKH and CR after the tenancy for 108 had ended.

CR stated that she had nothing to do with the dispute address named on the application and with the associated tenancy between the tenant and MH. CR confirmed that the tenancy that the tenant had with CR and BKH ended in February, 2013. The tenant had a number of hearings for dispute resolution with BKH and CR which all dealt with outstanding monetary matters related to the tenancy for 108. CR stated that the matter

had proceeded to small claims court and instructions had been made for the tenant to pay outstanding amounts after a number of Monetary Orders had been issued by the Residential Tenancy Branch to each of the parties which had been subsequently offset by the small claims courts.

As a result, I determined that the tenant's application did not relate to unit 609 and the associated tenancy with MH. However, the monetary claim made by the tenant relates to matters to do with alleged monies held by the landlords for unit 108. CR testified that the matter being claimed by the tenant in her application has already been dealt with in previous hearings and with the small claims court. However, no previous decisions or small claims court documents were submitted by any of the parties for this hearing.

CR suggested that the tenant's advocate meet with her to discuss these issues to identify if there is a need to even pursue this through dispute resolution and the tenant's advocate agreed to a possible meeting or telephone discussion.

As the tenant has incorrectly named the dispute address and a landlord not party to this dispute on her application, and the parties have not provided sufficient evidence that would allow me to amend and hear the tenant's application pursuant to section 64(3)(c), I dismiss the tenant's application with leave to re-apply.

The parties are cautioned regarding section 77 of the Act which states that, except as otherwise provided in the Act, a decision or an order is final and binding on the parties. Therefore any findings made by an Arbitrator that presided over a prior hearing are not matters that another arbitrator has any authority to alter.

### Conclusion

For the reasons set out above, I dismiss the tenants' application with leave to re-apply.

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 17, 2014

