



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Luxury Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and an agent for one of the named respondents.

The tenant provided documentary evidence that one of the named respondents was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 2, 2014 in accordance with Section 89. As per Section 90, the documents are deemed received by the respondent on the 5<sup>th</sup> day after it was mailed.

The also tenant provided documentary evidence that one of the named respondents was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on January 2, 2014 in accordance with Section 89.

Based on the evidence of the tenant, I find that the named respondents have been sufficiently served with the documents pursuant to the *Act*.

The named Respondent "PRES" submits that the Applicant was not in a tenancy relationship with them. They submit the Applicant had rented the rental unit from their tenant Respondent "JC" through a third party "VLR". Respondent "PRES" has provided a copy of a tenancy agreement between "PRES" and Respondent "JC".

The tenant acknowledged that he entered into his tenancy agreement with the third party "VLR". He states that he received a notice to end tenancy from Respondent "PRES" addressed to respondent "JC" and that informed "VLR" of this notice.

Based on the testimony of both parties I find that the named respondent "PRES" is not a party to this tenancy and I amend the tenant's Application to exclude "PRES" as a respondent in these matters.

In his Application for Dispute Resolution, the tenant has identified the party that he entered into a tenancy agreement with only as an agent and therefore not a respondent I find to proceed only against the remaining named respondent "JC" in the absence of a respondent who is named as the landlord in the tenancy agreement is not appropriate.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of all or part of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

Conclusion

Based on the above, I dismiss the tenant's Application 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, 2014

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Residential Tenancy Branch

