



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LILY YU
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LANDLORD: MND, MNDC, FF
TENANT: MNSD, FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking a monetary order for compensation for damage to the unit, site or property, for compensations for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Tenant filed for the return of double the security deposit and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenant were done by registered mail on February 11, 2015, in accordance with section 89 of the Act.

Service of the hearing documents by the Tenant to the Landlord were done by registered mail on September 29, 2014, in accordance with section 89 of the Act.

The Landlord and Tenant both confirmed that they received the other's hearing packages.

At the start of the conference call it was discovered the Tenant had sublet the unit from a previous tenant and there was no tenancy agreement between the Landlord and the Tenant. There was a signed document that the Tenant would be responsible for the previous tenant's initial inspection report although no report was submitted and that the Tenant had paid the previous tenant a security deposit of \$312.50. The Landlord was not mentioned or included in this document. There was no documents submitted that showed a contract between the Tenant and the Landlord. Consequently I find there is no tenancy between the Tenant and the Landlord; therefore I dismiss both applications without leave to reapply.

The Tenant can pursue the previous tenant that she sublet from for monetary compensation if the Tenant wants to recover her security deposit of \$312.50.

Further the Landlord can pursue her monetary claims for damages with a tenant that is named on the tenancy agreement.

As the both Tenant and the Landlord have been unsuccessful in this matter I order both parties to bear the cost of the filing fees that they have already paid.

Conclusion

The Tenant's application is dismissed without leave to reapply.

The Landlord's application is dismissed without 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: March 17, 2015

Residential Tenancy Branch

