



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the tenants Application for Dispute Resolution seeking a monetary order for recovery of a security deposit and other expenses.. The hearing was conducted via teleconference and was attended by the tenants only.

Issue(s) to be Decided

Whether the tenants are entitled to a monetary order for all or part of the security deposit , other expenses; and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenants testified the landlord NW was served personally with notice of this hearing on December 23, 2104 by registered mail. They testified that NW contacted them about one month later advising them that she was not the landlord as she had sold the unit to CH. I find that NW has been sufficiently served with the notice of hearing documents pursuant to the *Residential Tenancy Act (Act)*.

The tenants testified that they rented the unit from CH in July of 2014 and paid him a security deposit of \$ 500.00 on July 21, 2014. The rent was to be \$ 1,000.00 per month. The tenants purported to end the tenancy later in August 2014 when they discovered that none of the promised repairs or renovations had been completed. The issue now before me is whether to award recovery of the security deposit. The tenants named NW but only dealt with CW. CW advised the tenants that NW was the rightful owner and NW claimed she sold the unit to CW. The tenants are not sure who the rightful landlord is. Furthermore the tenants admit that they notified CH but not NW of their forwarding address.

Analysis

Based on the evidence before me and the admissions of the tenants I am not confident that the tenants have named the correct party as the landlord. Accordingly I have dismissed with leave to reapply their application. The tenants are free to reapply and name as many parties as they deem may be responsible for the return of their security deposit or responsible to them for any other claims as landlord.

Conclusion

I have dismissed the application by the tenants with liberty to reapply. I make no order as to the recovery of the filing fee.

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 24, 2015

Residential Tenancy Branch

