



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR, FF

Introduction and Conclusion

This hearing convened as a result of Tenant's Application for Dispute Resolution wherein she sought monetary compensation in the amount of \$2,400.00 pursuant to sections 65 and 67 of the *Residential Tenancy Act*, as well as recovery of the filing fee.

This hearing was originally set for May 27, 2016. At that time only the Tenant appeared at the hearing. She stated that she served the Landlord named on her application, D.M., by registered mail. By Interim Decision dated May 27, 2016 adjourned the Tenant's application to permit her to amend her application to name and serve B.V.A. (the Landlord named on her tenancy agreement) with the original Application for Dispute Resolution, as well as her Amended Application for Dispute Resolution. This Decision is to be read in conjunction with my Interim Decision dated May 27, 2016

At the reconvened hearing on June 29, 2016, again only the Tenant appeared. She confirmed she had not amended her application, nor had she served B.V.A. with her original application of notice of the adjourned hearing.

Section 1 of the *Residential Tenancy Act* provides the definition of a landlord as follows:

"landlord", in relation to a rental unit, includes any of the following:

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
 - (i) permits occupation of the rental unit under a tenancy agreement, or
 - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (c) a person, other than a tenant occupying the rental unit, who

- (i) is entitled to possession of the rental unit, and
- (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) a former landlord, when the context requires this;

I find that the Tenant has submitted insufficient evidence to show that D.M. meets the definition of Landlord as set out above. Further, D.M. is not the named Landlord on the tenancy agreement. Finally, correspondence submitted in evidence by the Tenant confirms the Landlord informed the Tenant that all correspondence relating to the tenancy should be directed to B.V.A.

In my Interim Decision I informed the Tenant that should she not amend her application and serve B.V.A. with the aforementioned documents by June 10, 2016, her application against D.M. would be dismissed without leave to reapply.

Based on the foregoing, I dismiss her application filed April 22, 2016.

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: June 29, 2016

Residential Tenancy Branch