



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ONE WEST PROPERTIES CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with a tenant's application for return of double the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Preliminary and Procedural Matters

At the start of the hearing I noted that there was no documentary evidence provided by either party. The tenant stated the he did not think it was necessary to submit documentary evidence. The landlord stated that he thought the matter had been resolved with the tenant last month and the landlord had been waiting for the tenant to pick up a cheque at his office in the amount of \$1,300.00 that has been provided by the owner of the property. The tenant acknowledged that he had a discussion with the landlord in January 2017 but after talking with the co-tenant they decided to pursue the application. I cautioned the parties that I would proceed to hear this matter based on verbal testimony only.

The landlord stated that the named landlord is the former landlord of the property, as property manager, and that the tenants should have named the owner(s) of the property since the property management contract came to an end at the end of the tenancy and the owner is in possession of the security deposit. The landlord pointed out that the owner was identified on the 2 Month Notice to End Tenancy for Landlord's Use of Property that had been served upon the tenants and brought the tenancy to an end. The tenant confirmed that the tenancy came to an end due to a 2 Month Notice but stated he did not have a copy of it in front of him to verify the name of the landlord that appears on the 2 Month Notice.

I informed the parties that I would adding the owner as a named party to this dispute, as provided under Rule 7.3 of the Rules of Procedure, but in doing so I would adjourn the

hearing so that the owner may be served with notification of this proceeding and the respondents may provide documentary evidence that would establish the proper naming of the landlord(s). The tenant requested the opportunity to consult with the co-tenant and he was given time to do so. After consulting the co-tenant, the tenant advised that he and the co-tenant would accept the cheque for \$1,300.00 that the landlord has waiting for them and presuming the cheque clears the tenants would consider the matter resolved.

In light of the above, it is my order that upon negotiation of the \$1,300.00 cheque payable to the tenant(s) this matter will be considered resolved.

I have not issued a Monetary Order with this decision as I remain uncertain as to the proper naming of the landlord(s). Should the cheque not be negotiable or be for an amount that is less than \$1,300.00 I grant the tenants 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: February 22, 2017

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Residential Tenancy Branch