



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided undisputed affirmed testimony. Both parties confirmed that the tenant served the landlord the notice of hearing package via Canada Post Registered Mail on December 3, 2016.

The tenant stated that he served the landlord with the submitted 11 pages of documentary evidence via Canada Post in the same Registered Mail on December 3, 2016. The landlord disputed this stating that the only documents received was of a 1 page letter dated November 2, 2016 requesting the return of the security deposit. The tenant was unable to provide any supporting evidence that the remaining 10 pages were provided to the landlord. The landlord made no objections to the remaining 10 pages as they consisted of a copy of the signed tenancy agreement, signed and dated pet policy and a signed and dated form k document. The landlord submitted no documentary evidence. Neither party raised any issues regarding service.

As both parties have attended and have confirmed receipt of the notice of hearing package, I am sufficiently satisfied that both parties have been properly served as per section 90 of the Act.

Preliminary Issue(s)

The landlord argued that he is only an agent of the landlord and that the tenant has incorrectly named him as the landlord. The landlord clarified by referring to the tenant's submitted documentary evidence of the signed tenancy agreement which clearly states the full legal business name of the landlord. The tenant confirmed this in his direct testimony after referring to the signed tenancy agreement. As such, I find that the tenant has incorrectly named the landlord and dismiss the tenant's application with leave to reapply for failing to apply against the correct landlord's name. Leave to reapply is not an extension of any applicable limitation period.

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 05, 2017

Residential Tenancy Branch