



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD FF

Introduction

This hearing was convened as a result of an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) for an order of possession for unpaid rent or utilities, a monetary order for unpaid rent or utilities, to retain all or part of the tenant’s security deposit and/or pet damage deposit, and to recover the cost of the filing fee.

The applicant, S.S. (the “applicant”) attended the teleconference hearing. During the hearing the applicant was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”) and Landlord’s Application for Dispute Resolution (the “Application”) was considered. The applicant testified that the Notice of Hearing and Application were served on the tenant by registered mail. The applicant provided the registered mail tracking number orally during the hearing which has been included on the cover page of this decision for ease of reference. According to the applicant the registered mail package was mailed on May 9, 2017 and was signed for and accepted on May 13, 2017 by the tenant. As a result, I find the tenant was sufficiently served with Application and Notice of Hearing.

Preliminary and Procedural Matters

Firstly, the applicant affirmed that the tenant vacated the rental unit on May 15, 2017 and as a result, an order of possession was not necessary. In addition, as the applicant failed to provide a copy of the written tenancy agreement to support that there was a landlord and tenancy relationship between the parties, the applicant was permitted to provide his testimony and to fax in a copy of the tenancy agreement which the applicant was advised would be used to compare against his testimony and that my decision

would be based on the applicant's testimony and the tenancy agreement. The applicant did fax in a copy of the tenancy agreement after the hearing as directed which will be described further below.

Issue to be Decided

- Is the applicant entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

The applicant affirmed that the tenancy began on July 1, 2016 and was scheduled to end on July 1, 2017, at which time the tenants were required to provide vacant possession back to the landlord. The applicant affirmed that the tenants vacated the rental unit on May 15, 2017.

The applicant is seeking a monetary claim in the amount of \$4,720.00 however the details of dispute state one and half months of unpaid rent with no other amounts specified, which would total \$4,200.00 as a result comprised of the following:

Item Description	Amount
1. Unpaid April 2017 rent	\$2,800.00
2. Loss of May 1-15, 2017 rent	\$1,400.00
TOTAL MONETARY CLAIM	\$4,200.00

The tenancy agreement faxed in after the hearing did not match the name of the applicant who attended the hearing. Furthermore, the applicant S.S. did not testify that he was an agent for the landlord or had the authority of landlord A.K. to submit this Application on behalf of the landlord named on the tenancy agreement, A.K. The full name of landlord A.K. has been included on the cover page of this decision for ease of reference.

In addition, the monthly rent listed on the tenancy agreement states \$2,700.00 and not \$2,800.00 as claimed by the applicant.

Analysis

Based on the documentary evidence, testimony of the applicant and on the balance of probabilities, I find the following.

Monetary claim of applicant – Firstly, I am not satisfied that applicant S.S. is the landlord or an agent of the landlord. Secondly, the applicant originally did not submit any documentary evidence to support he was a landlord, such as a tenancy agreement. Once applicant S.S. was ordered to fax in the tenancy agreement, I find the applicant is not the landlord named on the tenancy agreement. I find the applicant has provided insufficient evidence to support that he has the authority to act on behalf of landlord A.K. or is an agent for landlord A.K. Furthermore, I find the testimony provided by applicant S.S. regarding monthly rent does not match the amount listed on the tenancy agreement.

As a result, **I dismiss** the applicant's Application **with leave to reapply**. **Leave to reapply** is reserved for the landlord A.K. or an agent for landlord A.K. with sufficient evidence to support the agent has been authorized by the landlord, A.K.

I do not grant the recovery of the cost of the filing fee.

Conclusion

The Application is dismissed with leave to reapply by the landlord A.K. or an agent for the landlord A.K.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 15, 2017

Residential Tenancy Branch