



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, OLC, RPP

### Introduction

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

- a monetary order for damages and loss pursuant to section 67;
- an order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- an order that the landlord return the tenant's personal possessions pursuant to section 65.

Both parties were represented at this hearing and given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The respondent was represented by his agent, SA (the "respondent").

Also at the outset of the hearing the respondent stated that the named respondent is not the landlord of the dispute address and merely the son of the property owner.

### Issue(s) to be Decided

Do I have jurisdiction under the *Act* to consider the application for dispute resolution?

### Background and Evidence

The tenant provided the following undisputed facts. This tenancy began in or about August, 2015 and ended in April, 2017. While the tenant believes that there is a written tenancy agreement he said that he has been denied access to it and one was not submitted into written evidence. The tenant said that he entered an agreement with an

older man who represented himself as the property owner and identified himself only by a first name. The tenant testified that the property is a detached home and the property owner lived at a separate address with his family. The tenant only knew the property owner by first name. He later received a friend request on Facebook from someone with a profile photograph of the property owner and the respondent's name. The tenant said that he assumed that this was the property owner's account and the legal full name of the owner.

The respondent said that there is no tenancy agreement between the respondent and the tenant. The respondent is a full-time post-secondary student. The respondent stated that the owner of the dispute property is the respondent's father. The respondent has no information of any agreement between the tenant and the respondent's father.

### Analysis

The definition of a "landlord" is outlined in part in the following terms in section 1 of the *Act*:

**"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;

I accept the undisputed evidence of the respondent that the respondent is neither the owner of the rental unit nor does he exercise any powers or perform duties under a tenancy agreement. The tenant said that in his application he used the name found in a Facebook profile of someone who uses a photograph of the person he had dealings with as their profile picture. A copy of the Facebook profile page was not submitted into written evidence.

I find that there is insufficient evidence to conclude on a balance of probabilities that the respondent named in the present application and represented by his agent at the hearing is a party to a tenancy agreement for the above noted address. The tenant testified that he was uncertain of the name of the property owner and he pulled the name from a public Facebook profile. There is insufficient evidence that the named

respondent is the owner of the subject property or is party to any tenancy agreement. The tenant said that all of his supporting documents regarding this tenancy are being held by the landlord and inaccessible. I find that the tenant had other means to determine the identity of the landlord such as performing a title search of the disputed property to correctly identify the property owner.

I find there is insufficient evidence before me to demonstrate that there was a tenancy agreement that would fall within the *Act* and that the named respondent is a landlord as defined in the *Act*. Consequently, I have no jurisdiction to render a decision in this matter.

### Conclusion

I decline to hear this matter as I have no jurisdiction to consider this application.

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: October 10, 2017

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Residential Tenancy Branch