



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE CASCADE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDLS FFL

Introduction

This hearing dealt with an Application for Dispute Resolution ("application") pursuant to the *Residential Tenancy Act* ("Act") by the applicant for a monetary claim of \$35,000.00 for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The applicant who identified himself as UA ("applicant") attended the teleconference hearing and was affirmed. The applicant affirmed that he was an agent for the landlord, RLCR ("landlord"). The tenant also attended the teleconference hearing and was affirmed.

Preliminary and Procedural Matters

The first issue that I must decide is whether the Act has jurisdiction over the parties in order to proceed with the application.

While I was reviewing how the applicant reached the amount of \$35,000.00 being claimed, the applicant later testified that he is a lawyer representing the insurance company and is seeking a "subrogated" claim against the tenant. The applicant was advised that he did not tell the truth as he affirmed he would as he affirmed he was agent for the landlord and no documentary evidence was submitted from the landlord to indicate that the applicant was applying on behalf of the landlord. Furthermore, the applicant denied that he did not tell the truth which is not correct as the applicant affirmed that he was an agent for the landlord which is RLCR. The applicant did not submit any documentary evidence from RLCR to support that the applicant was an agent for the landlord.

Section 1 of the Act applies and defines "landlord" as:

"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;

Analysis

Based on the above, and on a balance of probabilities, I find the following.

As per section 1 of the *Act*, I find the applicant does not meet the definition of landlord and is not entitled to make a claim against the tenant through the *Act*. I also caution the applicant that he did not tell the truth when affirmed. The applicant changed his testimony from affirming that he was an agent for the landlord and later admitted that he was not agent and was a lawyer for the insurance company.

Given the above, I find that I do not have jurisdiction to hear this dispute under the *Act*. **The applicant is not a landlord and has no rights under the *Act*.**

I do not grant the recovery of the cost of the filing fee as the *Act* does not apply.

Conclusion

I decline to hear the applicant's application due to lack of jurisdiction under the *Act*.

The applicant is not a landlord and has no rights under the *Act*.

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: May 23, 2018

Residential Tenancy Branch