



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RIVERPORT FLAT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

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

- authorization to obtain a return of double the amount of the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant MIN" did not attend this hearing, which lasted approximately 21 minutes. Tenant MAN ("tenant") and the individual respondent A ("respondent") attended the hearing and were each given a full opportunity to be heard.

At the outset of the hearing, the respondent claimed that she was not the landlord for the rental unit, she was only the building manager. She claimed that she told the tenant this before she filed her application but the tenant continued to pursue this application against her personally. She maintained that she did not have permission to represent the landlord or the owner of this rental unit at the hearing because they were not served with the tenant's application and they did not have full knowledge of her claim. She explained that the tenant had the contact information for the landlord, as she made a number of complaints during her tenancy and spoke with the landlord office. She also claimed that the respondent company named in this application was just the name of the property where the tenant rented her unit, not the name of the landlord or the owner.

The tenant stated that she did not have a copy of her written tenancy agreement because she lost it and when she asked the respondent for another copy, none was provided. She said that the respondent was her building manager and she only dealt with her during the tenancy so she did not know who else to name as a party. She

claimed that the respondent was avoiding her and failing to give information about the landlord.

During the hearing, the respondent provided the landlord property management company's name, claiming that it was the proper landlord to name in the tenant's application. She also provided their mailing address and the name of the individual property manager that the tenant could contact. This information is contained on the front page of this decision. The respondent said that this company was the authorized representative of the owner of the rental unit, even though it was a property management company. She confirmed that this company signed all of the tenancy agreements and other documents for the tenants of the rental property, including the tenant named in this application and her rental unit.

The respondent agreed to email the tenant another copy of her tenancy agreement by May 13, 2019. The tenant provided her email address to the respondent during the hearing.

#### Preliminary Issue – Proper Parties to be Named in Application and Notified of Hearing

The individual and company were both named as respondents in this application. They are not the owners of the rental unit or the authorized representatives of the owner. The respondent who appeared at this hearing was a building manager who communicated with the tenant throughout the tenancy but was not authorized to represent the owner or landlord of the rental unit.

During the hearing, the respondent provided the landlord's correct company name, address, and contact person for the owner of the rental unit.

As per section 6(1) of the *Act* (*my emphasis added*):

*The rights, obligations and prohibitions established under this Act are enforceable **between a landlord and tenant** under a tenancy agreement.*

Accordingly, I cannot confirm that the tenant has named the correct respondents in this application or that the correct respondents had notice of the tenant's application.

I notified the tenant that the correct parties must be named and have notice of this hearing and that the respondent did not have authority to speak on behalf of the owner of the rental unit.

I advised both parties that I was dismissing the tenant's application with leave to reapply, except for the filing fee. I informed her that she would be required to file a new application and pay a new filing fee in order to pursue this matter further. I notified the tenant that I could not provide any legal advice to her, as my role as an Arbitrator is to make a decision based on the tenant's application.

I encouraged the tenant to seek independent legal advice in order to determine the correct parties to name in a future application, as well as who to serve and what legal methods to use for service. I informed her that she needed full, correct information prior to filing a new application and attending a future hearing, if she intended to pursue this matter further. I informed the tenant to review section 89 of the *Act* regarding service of documents. I informed her to file her application as soon as possible and to obtain legal advice if necessary regarding limitation dates.

#### Conclusion

The tenant's application to recover the \$100.00 filing is dismissed without leave to reapply.

The remainder of the tenant's application is dismissed with 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: May 10, 2019

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Residential Tenancy Branch