



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GALE HORTH HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for damage to the unit, site or property, for unpaid rent, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Applicant said the Application and Notice of Hearing (the hearing package) was served to the Respondent by the RCMP by personal delivery on July 31, 2019. Based on the evidence of the Applicant, I find that the Respondent was served with the Applicant's hearing package as required by s. 89 of the Act and the hearing proceeded in the absences of the Respondent.

At the start of the conference call the Arbitrator indicated to the Applicant that the name of the Landlord on the application and the name of the Landlord on the tenancy agreement were different. The Arbitrator continued to say the addresses of the Landlord on the tenancy agreement and the address of the Landlord on the application were different as well.

The Applicant said that he is the agent or property manager for the Landlord and although the names are different the entities are owned by the same person. Further the Applicant's agent said one of his staff completed the application and must have made a mistake by using the wrong company name on the application. The Applicant's agent requested to continue with the hearing.

The Arbitrator said that if the name on the tenancy agreement or contract is different than the name on the Dispute Resolution application and there is no other evidence to prove there is a valid contract between the Applicant and the Respondent, then there is no residential contract between the Applicant and the Respondent. Further as the Respondent did not appear at the hearing it was not possible to question him on the relationship of the names on the tenancy agreement and the name on the application.

Consequently, as there is no proof of a residential contract between the Applicant and the Respondent the Arbitrator said he does not have jurisdiction under the Residential Tenancy Act to decide on this matter.

In the absence of evidence to show there is a tenancy between the Applicant and the Respondent the Residential Tenancy Branch does not have jurisdiction in this situation. I dismiss the application as I find no authority to decide this matter under the *Residential Tenancy Act*.

Conclusion

The application is dismissed for lack of jurisdiction

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: November 12, 2019

Residential Tenancy Branch