



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dawn Investments and Birds Nest
Properties and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDL-S, MNDCL-S, MNRL-S, FFL, MNDCT, MNSD**

Introduction

This hearing was scheduled to deal with monetary cross applications.

An agent appeared on behalf of the landlord but there was no appearance on part of the tenant.

Since there was no appearance on part of the tenant, I explored service of the hearing documents upon the tenant.

I noted that the landlord had identified the tenant as being a corporation. The tenancy agreement identifies the tenant as being a corporation and it was signed by the tenant's agent at that time, an individual referred to by initials GT in this decision. The landlord's agent stated the rental unit was vacated on March 15, 2020 and there was no appearance at the move-out inspection on part of the tenant.

The landlord's agent stated that GT had sent an email to the landlord on April 6, 2020 providing for his forwarding address and stating the email address he had been using during the tenancy was "shut down" and GT provided a different email address. The landlord also received a Tenant's Application for Dispute Resolution identifying GT as the tenant, via email, on April 6, 2020.

Upon receipt of the emails of April 6, 2020 the landlord filed its own Application for Dispute Resolution against the corporate tenant but served the proceeding package to the email address of GT that GT had provided on April 6, 2020.

I noted that in completing the tenancy agreement, the email address for the tenant included the name of the corporate tenant and email communications during the tenancy were also addressed using an email address that included the name of the

corporate tenant. However, the email address provided by GT on April 6, 2020 did not include the name of the corporate tenant and GT did not elaborate on the reason the former email address was “shut down”.

I expressed reservation that GT was still an employee or authorized agent of the corporate tenant given the change of email address. The landlord’s agent testified that he had not received confirmation from the corporate tenant that GT was still an authorized agent for the corporate tenant. Rather, on April 9, 2020 the landlord’s agent had an email exchange with a different person acting on behalf of the corporate tenant where that agent authorized the landlord to retain the security deposit. The landlord’s agent also testified that an internet search of the corporate tenant revealed a different mailing address than that provided by GT in the April 6, 2020 email.

Based on the tenancy agreement before me, I am unsatisfied that GT has standing as a tenant. The definition of “tenant” under section 1 of the Act does not include an agent for a tenant as it does under the definition of “landlord”. As such, the identity of the tenant is that provided on the written tenancy agreement which, in this case, is a corporation. Although GT signed the tenancy agreement, he did so as an agent for the corporation when he, presumably, had authorization to act as an agent for the corporate tenant; however, signing the tenancy agreement on behalf of the corporate tenant does not make GT a tenant. From what is before me, GT was an occupant of the rental unit but rent was being paid by the corporate tenant during the tenancy. When I look at GT’s filings, I note he did not provide any documentation pointing to his on-going authorization to act as an agent for the tenant. Therefore, I find I am unsatisfied GT has standing as a tenant, and given his failure to appear for the hearing, I dismiss the Tenant’s Application for Dispute Resolution that is before me without leave to reapply. This means GT may not make another Application for Dispute Resolution identifying himself as the tenant; however, the corporate tenant has not lost the right to make an Application for Dispute Resolution against the landlord if it so chooses.

Having been unsatisfied GT had authorization to act as the tenant’s agent when GT provided the forwarding address and different email address to the landlord, and the landlord did not confirm with the corporate tenant that the proper email address to use to serve the corporate tenant is the email address provided by GT on April 6, 2020, I find I am unsatisfied the landlord duly served the corporate tenant with notification of its claims. Therefore, I dismiss the Landlord’s Application for Dispute Resolution against the corporate tenant 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: August 13, 2020

Residential Tenancy Branch