



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Welbec Properties Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

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

- a Monetary Order for unpaid rent, pursuant to sections 26 and 67;
- authorization to retain the respondent's security deposit, pursuant to section 38; and
- authorization to recover the filing fee from the respondent, pursuant to section 72.

The current manager, the previous manager and the respondent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that the respondent was served with the landlord's application for dispute resolution via registered mail. I find that the respondent was served in accordance with section 89 of the *Act*.

### Preliminary Issue- Naming of Parties

Both parties agree that the previous manager was the manager of the subject rental property during this tenancy.

The respondent testified that she moved out of the subject rental property in November of 2019 and that her daughter signed a new tenancy agreement with the previous manager. The above testimony was affirmed to be true by the previous manager. The previous manager testified that the tenancy agreement between the landlord and the

respondent's daughter was a one-year fixed term tenancy set to end on November 31, 2020.

The current manager testified that the landlord did not have a copy of the alleged tenancy agreement between the landlord and the respondent's daughter. The previous manager testified that she forgot to hand in the tenancy agreement between the landlord and the respondent's daughter.

The current manager testified that the landlord is seeking May 2020's rent from the respondent for breaching the fixed term tenancy agreement.

Based on the testimony of the previous manager and the respondent, I find that the tenancy agreement between the respondent and the landlord ended in November of 2019 and that a new tenancy agreement between the landlord and the respondent's daughter began in November or December of 2019. I find that the respondent was not responsible for the payment of rent when the tenancy agreement between her daughter and the landlord ended. I find that the landlord filed this application against the wrong party. I therefore dismiss the landlord's application for dispute resolution without leave to reapply. I note that the landlord has liberty to file this claim against the correct party.

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: September 24, 2020

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Residential Tenancy Branch