



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDCT, FFT

Introduction

The applicant filed their Application for Dispute Resolution (the “Application”) on November 20, 2020 seeking a return of their security deposit, as well as reimbursement of overpayment of rent. Additionally, they applied for reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on May 14, 2021.

In the conference call hearing I explained the process and offered each party the opportunity to ask questions. The applicant and respondent both attended the hearing, and each was provided the opportunity to present submissions.

The respondent confirmed they received notice of the hearing, along with the prepared evidence of the applicant. The respondent did not prepare evidence neither to this office, nor the applicant. With confirmation of the applicant’s disclosure, the hearing proceeded.

Preliminary Issue

The *Act* gives the director authority to resolve disputes between landlords and tenants.

Further, the *Act* section 1 contains definitions as follows:

“**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.

“tenancy agreement” means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a license to occupy a rental unit.

In the hearing the respondent provided that they were not the landlord involved in this tenancy. They reiterated they were not an employee of any property management company, never accepted any payment as rent, and never were a party to any tenancy agreement. They were aware of the current landlord and made the current landlord aware of this hearing; however, they chose not to provide landlord contact information in the hearing.

The tenant advocate who applied on the tenant’s behalf specified this individual as the respondent because they had the name from other property residents, as well as the RCMP. They explained how they had contact with a previous building manager; however, that communication lapsed, and the tenant advocate did not have information on the current building or property manager.

From weighing the evidence and considering the submissions of both parties, I find the applicant did not provide proper notice of this hearing to the landlord. Although their efforts to do so were made clear, they relied on what amounts to hearsay to ascertain that the individual who attended as the respondent here has some relation to the tenancy. I find this is not the case and the respondent here is not in the position to provide testimony or evidence on any tenancy agreement that was in place.

It would be beneficial to all – and a generous act of goodwill – if the respondent would assist in this matter to help the tenant advocate ascertain a proper contact person. Although communication was strained between the applicant and respondent here, I encourage the respondent to simply provide contact information in the interests of administrative fairness to the tenant. The applicant here faces significant health challenges that are proving to be an impediment to their ability to resolve the matter,

and the respondent holds information that can help the applicant here move forward in their life and devote full energy to their health.

Disclosing this contact information for the landlord does not violate any privacy legislation – it is business contact information. With this information in place, any communication from the tenant advocate to the respondent here will cease.

Because the landlord has not been aptly identified and served with notice of this hearing, I dismiss the Application. The applicant here has leave to reapply, subject to any time limitations prescribed in the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 17, 2021

Residential Tenancy Branch