



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding UNIQUE
TELECOMMUNICATIONS and [tenant name
suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with the reconvened hearing for the Application for Dispute Resolution filed by the Landlord under the Residential Tenancy Act (the “Act”) made on February 21, 2021. The Landlord applied for a monetary order for damage caused by the Tenant, their pets or guests to the unit, site or property, permission to retain the security deposit and to recover their filing fee. The matter was set for a conference call.

An Agent for the Tenant (the “Tenant”) attended the hearing and was reminded that the affirmation they provided on April 19, 2021, carried forward to today’s proceedings. As the Landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. Section 59 of the Act and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. As these proceedings were held due to an order to reconvene the hearing, and the Notice of Dispute Resolution Hearing documentation was served to the Landlord by the Residential Tenancy Branch, I find that the Landlord had been duly served in accordance with the *Act*.

The Tenant was provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to monetary compensation for unpaid rent?
- Is the Landlord entitled to keep the security deposit for this tenancy?
- Is the Landlord entitled to recover the filing fee for this application?

Background and Evidence

While I have considered all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Tenant was asked to account for why a business name was listed as the respondent, Tenant, to these proceedings; however, the tenancy agreement entered into evidence by the Landlord list the two individuals as the Tenants to this tenancy. The Tenant responded that the two individuals were their employees and had only entered into this tenancy as they were moving to the area to work for their business. The Tenant could not account for why the Landlord filed for proceedings against the business and not the named Tenants on the tenancy agreement.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

I have reviewed the Landlord's application and the tenancy agreement submitted into documentary evidence by the Landlord. I noted that while the Landlord listed a business as their tenant to this tenancy agreement, the actual tenancy agreement lists two individuals as the Landlord's tenants and not the business named in this application. I find that there is insufficient evidence before me to prove that the Tenant named as the Respondent in the Landlord's application had any legal obligation as a tenant to this Landlord.

As the two individuals named on this tenancy agreement did not attend these proceedings, I am not able to amend the names listed as the Respondents on the Landlord's original application.

I find that I must dismiss the Landlord's claim against the named business in their application, in its entirety, as the Landlord has failed to prove that a tenancy existed between themselves and the named Respondent on their application.

Conclusion

I dismiss the Landlord's application.

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 20, 2021

Residential Tenancy Branch