



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

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

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of the security deposit pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. No issues were raised with respect to the service of the application and evidence submissions on file.

### **Pre-liminary Issue**

Is the correct landlord named in this application and do I have jurisdiction to hear this dispute?

### **Background & Evidence**

The tenant testified that the tenancy began March 1, 2019. She does not know the name of the landlord and thought someone by the name of Mr. S.S. was her landlord. Later in February of 2020 she was given the respondents contact information. The respondent helped her deal with a sewer backup incident, so she assumed she was the landlord.

The respondent testified that she is not the landlord and that she was only hired as a realtor for the landlord. The respondent testified that she and her husband helped the tenants after a sewer back-up incident at the property in February 2020. The

respondent testified that they helped deal with the situation on behalf of the landlord as she was the listing realtor at the time of the incident and the landlord was in another Province. The respondent submitted a copy of a tenancy agreement which she states she got from the landlord. The tenancy agreement does not identify her as the landlord.

### Analysis

Before making any finding on the merits of the claim, I must determine if I have jurisdiction under the Act to make a decision on the application before me.

Pursuant to section 2 of the Act, the Act applies to **tenancy agreements**, rental units and other residential property.

A tenancy agreement is defined under section 1 of the Act as follows:

***"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 licence to occupy a rental unit;*

Based on the evidence before me, I find there is insufficient evidence that there was ever any tenancy agreement in place between the tenants and the respondent or that the respondent was acting as an agent for the landlord.

As I find there is no tenancy agreement in place between the landlord and the respondent, I do not have jurisdiction under the Act over this matter.

The tenants' application is dismissed in its entirety without leave to reapply.

### Conclusion

I find that I do not have jurisdiction over this matter.

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, 2022

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Residential Tenancy Branch