



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding JERUTH HOLDINGS and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes RPP, FFT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- an order for the landlord to return the tenant's personal property, pursuant to section 65; and
- an authorization to recover the filing fee for this application, under section 72.

Applicant TC and the respondent, represented by SA, attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing all the parties were clearly informed of the Rules of Procedure, including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11, which prohibits the recording of a dispute resolution hearing. All the parties confirmed they understood the Rules of Procedure and section 95(3) of the Act.

The applicant affirmed that she is seeking monetary compensation for her belongings damaged in a flood incident that happened on December 24, 2020.

The respondent stated that he accepted an offer to sell the rental unit in November 2020 and the sale was finalized on January 21, 2021.

Both parties agreed the respondent informed the applicant in writing in November 2020 of the name of the rental unit's purchaser.

The purchaser's name and the respondent's current address for service are recorded on the cover page of this decision.

The applicant is seeking monetary compensation against the respondent because he was the rental unit's owner when the incident happened. The respondent believes the rental unit's purchaser is responsible for the compensation sought.

The Act states that landlord, in relation to the 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;

I find the respondent, as a former landlord, is not responsible for eventual losses related to the tenancy, as he sold the rental unit on January 21, 2021. The purchaser of the rental unit inherited the tenancy and is fully responsible for the tenancy obligations under the Act, including compensation for damages that may have happened before the rental unit's sale.

The applicant's tenancy relationship is with the landlord. In this case, the respondent, and previous landlord, was succeeded by the rental unit's purchaser.

The applicant may submit the monetary claim against the current landlord.

Considering the above, I dismiss the application with leave to reapply against the current landlord.

Conclusion

I dismiss the application with leave to reapply against the current landlord.

The tenant must bear the cost of the filing fee, as the tenant was not successful.

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: May 09, 2023

Residential Tenancy Branch