



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding Marlan Holding LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, RPP, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution (Application) filed by the Tenants under the *Residential Tenancy Act* (the Act) on February 8, 2023, seeking:

- Compensation for monetary loss or other money owed, which includes the return of all or a part of their security deposit and/or pet damage deposit;
- The return of their personal property; and
- An order for the Landlord to comply with the Act, regulation, or tenancy agreement.

The hearing was convened by telephone conference call at 11:00 am on June 8, 2023, and was attended by the Tenants. All testimony provided was affirmed. The Tenants were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The Tenants were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Tenants were also advised that personal recordings of the proceeding were prohibited and confirmed that they were not recording the proceedings.

Section 59(3) of the Act and rule 3.1 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) state that the respondent(s) must be served with a copy of the Application and Notice of Hearing within three days of it being made available to the applicant(s) by the Residential Tenancy Branch (Branch). Section 89(1) of the Act sets out how these must be served.

Records at the Branch indicate that the Notice of Dispute Resolution Proceeding (NODRP), which includes a copy of the Application and the Notice of Hearing, was

made available to the Tenants for pickup on February 14, 2023, and the Tenants stated that they sent the NODRP to the Landlord by regular mail shortly thereafter. Regular mail is not an acceptable method of service for the NODRP under section 89(1) of the Act. As a result, the Application is dismissed with leave to reapply.

Conclusion

The Tenants' Application is dismissed with leave to re-apply. This is not an extension of any statutory deadline.

I state the following information for the benefit of the Tenants, the previous owner/landlord, who is named as the respondent in the Application, and the current owner/landlord. Pursuant to section 93 of the Act, obligations of a landlord under this Act with respect to a security deposit or a pet damage deposit run with the land or reversion. This means that when a tenanted property changes ownership during a tenancy, unless the tenancy is ended in accordance with the Act, the tenancy continues, and the new owner takes over the rights and responsibilities of a landlord under the Act in relation to the tenancy agreement. This includes the responsibility to hold any deposit amounts paid by the tenant(s) to the previous owner/landlord, in trust, and return or claim against them as required by the Act at the end of the tenancy. This applies regardless of the arrangement in place between the previous owner and the current owner regarding the transfer of any deposits between them, which would be a matter between the seller and purchaser outside the jurisdiction of the Branch.

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

Dated: June 8, 2023

Residential Tenancy Branch