

DECISION

Introduction

The Landlord filed an Application for Dispute Resolution under the *Residential Tenancy Act* (Act) for:

- a Monetary Order for damage to the rental unit or common areas pursuant to sections 32 and 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Background and Evidence

The tenancy started March 18, 2023, and was for a fixed term until September 30, 2023. The rent was \$3,100.00 per month due on the 30th day of the month. A security deposit of \$1,550.00 was paid. The tenancy ended September 21, 2023.

The Landlord testified that they signed a Tenancy Agreement on March 10, 2023 with a corporate Tenant who advised them that they were renting the unit for a company employee. The corporate Tenant paid a security deposit. On March 18, 2023 the employee occupant MC took possession of the rental unit and at that time the Landlord requested that he sign a Tenancy Agreement with MC listed as the Tenant. The occupant MC signed the agreement. The Landlord testified that at some point during the tenancy, the occupant MC vacated the rental unit and another occupant moved in. The Landlord did not sign a further Tenancy Agreement with the new occupant.

At the end of the tenancy, the Landlord noted damage to the rental unit on the move out inspection report. The move out inspection was conducted by the Landlord with an agent of the corporate Tenant who signed the initial agreement. The Landlord filed a claim for damages against the individual occupant MC.

Analysis

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas pursuant to sections 32 and 67 of the Act and to retain the security deposit in partial satisfaction of the claim?

A Tenancy Agreement was signed on March 10, 2023 with the corporate Tenant. The Landlord took no steps to end the tenancy with the corporate Tenant as required under the Act, prior to signing the March 18, 2023 Tenancy Agreement. Therefore the March 18, 2023 Tenancy Agreement between the Landlord and the occupant MC is null and void and the March 10, 2023 Tenancy Agreement remained in effect. I find that the Tenant was therefore the corporate Tenant for the duration of the tenancy.

The Landlord filed an application for dispute resolution in respect of the damages to the rental unit. They served the occupant MC with the dispute notice. They did not serve the corporate Tenant. However they were required under the Act to serve the Tenant, which is the corporation that signed a Tenancy Agreement on March 10, 2023.

As the Landlord had no tenancy with the occupant MC they served the wrong individual. Therefore their application is dismissed as the Landlord does not have a claim against the occupant of the rental unit.

Is the Landlord Entitled to Authorization to Recover the Filing Fee for Their Application?

As the Landlord was unsuccessful in their application, they are not entitled to recover the \$100.00 filing fee for their application.

Conclusion

The Landlord's application is dismissed in its entirety without leave to reply.

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

Dated: March 7, 2024

Residential Tenancy Branch