

## **ADMINISTRATIVE PANEL DECISION**

CONSUMER 2.0, INC. d/b/a Rently v. Josh Ketellapper  
Case No. D2025-2142

### **1. The Parties**

Complainant is CONSUMER 2.0, INC. d/b/a Rently, United States of America ("United States"), represented by Koley Jessen P.C., L.L.O., United States.

Respondent is Josh Ketellapper, United States.

### **2. The Domain Name and Registrar**

The disputed domain name <rentlyai.com> is registered with Squarespace Domains II LLC (the "Registrar").

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on May 30, 2025. On June 2, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On June 2, 2025, the Registrar transmitted by email to the Center its verification response confirming that Respondent is listed as the registrant and providing the contact details. On June 11, 2025, Respondent sent an email communication to the Center, providing its updated contact details.

The Center verified that the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the "Policy" or "UDRP"), the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified Respondent of the Complaint, and the proceedings commenced on June 13, 2025. In accordance with the Rules, paragraph 5, the due date for Response was July 3, 2025. The Response was filed with the Center on July 2, 2025.

The Center appointed Frederick M. Abbott as the sole panelist in this matter on July 22, 2025. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7. On June 18, 2025, a third party sent an email to the Center.

#### **4. Factual Background**

Complainant is a corporation organized in the State of California, United States, with offices in Los Angeles, California. Complainant operates an online platform that facilitates the leasing of rental properties by establishing connections between prospective tenants and property owners, organizing self-guided tours of properties by prospective tenants, and automating the property leasing process. Complainant has ten offices and more than 500 employees worldwide. Complainant operates a commercial website accessible at ‘www.rently.com.’

Complainant is the owner of registration of the word service mark RENTLY on the Principal Register of the United States Patent and Trademark Office (“USPTO”), registration number 4,150,123, registration dated May 29, 2012, in International Class 42, covering “computer services, namely, creating an on-line community for registered renters and owners of property to form virtual communities, participate in discussions, get feedback from their peers, and engage in social networking”.

According to the Registrar’s verification, Respondent is registrant of the disputed domain name. According to the Whois report, the disputed domain name was registered on December 8, 2022.

Respondent has used the disputed domain name to direct Internet users to a webpage headed “Rent Technology AI”, with the terms “Manage. Maintain. Earn.” in large bold font, and further stating “Rent Technology AI is a platform for property managers, providing access to the latest AI technology.” There are virtual buttons on the webpage for “Request Access”, “Sign In”, “Request Early Access” and “Join Community”. Other than self-described efforts to develop an AI-automated platform for rental property management, Respondent has not provided evidence of use of the disputed domain name beyond that on the face of the webpage with which it is associated.

There is no association, commercial or otherwise, between Complainant and Respondent.

#### **5. Parties’ Contentions**

##### **A. Complainant**

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, Complainant contends that it is the owner of rights in a trademark<sup>1</sup> and that the disputed domain name is confusingly similar to its trademark.

Complainant contends that Respondent lacks rights or legitimate interests in the disputed domain name because: (1) Respondent has not provided any “non-pretextual” business plan for use of the disputed domain name; (2) the static and “primitive” nature of Respondent’s webpage suggests a lack of legitimate intent to use the disputed domain name; (3) Respondent does not advertise himself in connection with the webpage associated with the disputed domain name; (4) Respondent uses a different heading for its webpage than the terms incorporated in the disputed domain name; (5) Respondent has not provided any evidence of investment in website development or promotion materials; (6) a Google search combining Respondent and the terms of the disputed domain name do not yield results relating to Respondent; (7) Respondent’s assertion that the disputed domain name is intended to combine the terms “rent” and “ai” does not explain the use of the term “rently” as it forms Complainant’s trademark, and; (8) Respondent replied to Complainant’s cease-and-desist demand by offering to sell the disputed domain name to Complainant.

Complainant contends that Respondent registered and use the disputed domain name in bad faith because: (1) the facts suggest that Respondent registered the disputed domain name with the intent of selling or

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<sup>1</sup> The Panel uses the term “trademark” in its inclusive sense, also including “service mark”.

otherwise transferring the disputed domain name to Complainant or its competitor (named "Renty.AI"); (2) Respondent registered and used the disputed domain name to identify business partners and/or customers for its "small landlord" business, and; (3) the verbatim incorporation of Complainant's trademark in the disputed domain name and the identical nature of the services offered by Complainant and at the disputed domain name create a strong likelihood of confusion as to Complainant acting as the source, sponsor, affiliate or endorser of Respondent's webpage.

Complainant requests the Panel to direct the Registrar to transfer the disputed domain name to Complainant.

## **B. Respondent**

Respondent contends that Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain name.

Respondent concedes Complainant's ownership of rights in the trademark RENTLY, but Respondent argues that the disputed domain name is a descriptive combination of "rent", "ly" and "ai", which describes AI services related to renting, not Complainant's brand.

Respondent asserts that it has engaged in demonstrable preparations for bona fide use of the disputed domain name by developing a functional AI automation platform for rental property management, creating proprietary technology for automating rental processes, investing time and resources, and maintaining active use of the disputed domain name. Respondent has provided a self-executed Declaration of "Josh Ketellapper" (the named Respondent) reiterating these assertions.

Respondent contends that it did not register and use the disputed domain name in bad faith because: (1) Respondent selected the disputed domain name for its generic or descriptive qualities, not because of its trademark significance, and that its registration predated knowledge of Complainant's trademark rights; (2) Respondent has a plausible good faith use of the descriptive terms of the disputed domain name; (3) Respondent provides services different than those of Complainant, and there has been no effort by Respondent to target Complainant's customers or its offerings, and; (4) Respondent's offer to sell the disputed domain name to Complainant following receipt of a cease-and-desist letter does not establish bad faith.

Respondent requests a finding of Reverse Domain Name Hijacking ("RDNH") because Complainant knows that Respondent provides fundamentally different services than Complainant and that the disputed domain name is purely descriptive.

Respondent requests the Panel to deny Complainant's Complaint and to make a finding of RDNH.

## **6. Discussion and Findings**

The Center formally notified the Complaint to Respondent at the email and physical addresses provided in its record of registration. Courier delivery to the physical addresses provided by Respondent in its record of registration was successfully completed. It appears that email transmission to Respondent's listed addresses was successful. Respondent has filed a Response.

Paragraph 4(a) of the Policy sets forth three elements that must be established by a complainant to merit a finding that a respondent has engaged in abusive domain name registration and use and to obtain relief. These elements are that:

(i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which complainant has rights;

(ii) respondent has no rights or legitimate interests in respect of the disputed domain name; and

(iii) the disputed domain name has been registered and is being used in bad faith.

### **A. Identical or Confusingly Similar**

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between Complainant's trademark and the disputed domain name. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("[WIPO Overview 3.0](#)"), section 1.7.

Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Although the addition of other terms, here "ai", may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

The Panel finds the first element of the Policy has been established.

### **B. Rights or Legitimate Interests**

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on Complainant, panels have recognized that proving Respondent lacks rights or legitimate interests in a domain name may result in the difficult task of "proving a negative", requiring information that is often primarily within the knowledge or control of Respondent. As such, where Complainant, as here, makes out a prima facie case that Respondent lacks rights or legitimate interests, the burden of production on this element shifts to Respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on Complainant). If Respondent, as here, fails to come forward with such relevant evidence, Complainant is deemed to have satisfied the second element. [WIPO Overview 3.0](#), section 2.1.

The Panel notes Respondent's suggestion that the disputed domain name consists of a generic or common descriptive term "rent" that cannot be the subject of exclusive rights. The terms "rent" and "rently" are markedly different, and "rently" has no meaning in the English language.<sup>2</sup> Respondent's assertion that the combination "rent" and "ai" describes rent services relating to AI is rejected as it does not explain why the element "ly" is added to "rent" which, as combined, are Complainant's trademark, and the combination of "rent", "ly" and "ai" does not represent an English-language commonly descriptive combination.

Respondent registered the disputed domain name long after Complainant established rights in its trademark. Complainant maintains a substantial Internet presence that a routine search of the term "rently" identifies.

Furthermore, Respondent has not established demonstrable preparations to use the disputed domain name in connection with a bona fide offering of services before any notice of the dispute. In the first place, Respondent's sole "tangible" evidence of use of the disputed domain name is a single webpage containing a few words, without any evidence of activity that might be accessed through the few buttons on the webpage. Respondent has submitted a Declaration asserting that it has been developing an automated platform, but

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<sup>2</sup>A Google dictionary search for "rently" (i.e., "define 'rently'") returns references to Complainant. Panel's Google.com search of July 28, 2025, conducted in accordance with paragraphs 10 and 12 of the Rules. The Panel notes that it routinely conducts dictionary searches for purposes of determining rights or legitimate interests, particularly for confirming English-language meanings (particularly for non-mother tongue English language readers).

has provided no supporting evidence of that. There is no concrete evidence in the form of digital files of any type, screenshots, program code, flow charts, diagrams, output reports or other concrete evidence showing the existence or uses of an operational AI program, or even an AI program in development or a business plan. Mere Declarations do not suffice to establish legitimate preparations to provide goods or services. As this Panel has recently noted:

“Panelists in UDRP proceedings routinely are presented with statements by respondents seeking to establish rights or legitimate interests in disputed domain names to the effect they were preparing a business or other activity, but without providing concrete direct evidence of such preparations. While there might be some rare exceptional cases, such statements regarding bona fide preparations for use are not considered adequate without supporting documentary evidence of preparations. See, e.g., *Helen Fielding v. Anthony Corbert aka Anthony Corbett*, WIPO Case No. [D2000-1000](#). As stated in [WIPO Overview 3.0](#), sec. 2.2, ‘If not independently verifiable by the panel, claimed examples of use or demonstrable preparations to use the domain name in connection with a bona fide offering of goods or services cannot be merely self-serving but should be inherently credible and supported by relevant pre-complaint evidence.’” (*Capital Bay Funding, LLC v. Capital Bay Funding LLC, Capital Bay Funding LLC*, WIPO Case No. [D2025-1080](#)).

Finally, Respondent self-describes an intent to offer services in the same general line of business as Complainant. There is a distinct possibility of Internet user confusion regarding Complainant and its services and the services that might be offered by Respondent. The Panel could not draw the conclusion that Respondent would be providing a good faith offering of services, assuming that it was providing services. The Panel cannot thoroughly assess this factor because Respondent has not provided evidence that it is actually providing, or preparing to provide, services. Moreover, despite Respondent expressly claiming that the services he offers are different from Complainant’s and the disputed domain name is not intended to target Complainant’s customers or business, the evidence on file shows that the privacy policy of Respondent’s website identifies the website operator as “Kettle Technologies LLC (doing business as RentlyAi)”. The Panel takes the view that Respondent’s choice to incorporate Complainant’s trademark and company name for purporting to offer services in the same general line of business as Complainant does not support his allegation that the domain name was not registered for its trademark value, but rather suggests the opposite.

Respondent has not otherwise manifested rights or legitimate interests in the disputed domain name.

Respondent has not rebutted Complainant’s prima facie showing. It has not come forward with relevant evidence demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

The Panel finds the second element of the Policy has been established.

### **C. Registered and Used in Bad Faith**

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

In the present case, the Panel notes that Respondent knew or should have known of Complainant’s rights in its trademark when he registered the disputed domain name because a simple Internet search of the disputed domain name would provide results predominantly referencing Complainant. Respondent has suggested that because he was not aware of Complainant’s rights in its trademark when he registered the disputed domain name, his registration could not have been in bad faith. Respondent misapprehends the Policy. With very limited exception, a domain name registrant does not register in bad faith if trademark rights do not exist at the time of registration. That is a straightforward proposition. A domain name registrant may in appropriate circumstances be found not to have acted in bad faith if it could not reasonably have been aware of the existence of trademark rights, such as in a case where a complaining party is asserting common law trademark rights that reasonably might not be discovered, including by searching trademark

registrations. In his Declaration, Respondent asserts that he did not conduct a trademark search because he believed he was using common descriptive terms. This does not explain how he could have avoided knowledge of Complainant and its trademark, or how he might have concluded that he was merely using the terms “rent” and “ai” descriptively when the disputed domain name includes the distinctive term “rently” which is registered by Complainant.

The Panel concludes that Respondent registered the disputed domain name in bad faith because he knew or should have known of Complainant’s rights in its RENTLY trademark and that the disputed domain name is confusingly similar to that trademark.

Respondent has used the disputed domain name to direct Internet users to a website that appears to offer services similar to those offered by Complainant. Respondent’s webpage specifically refers to “Manage” with respect to property managers, and Complainant’s services are in large measure directed toward management by property managers. Internet users would be likely to confuse Respondent’s webpage with services offered by Complainant. Respondent is likely motivated by commercial gain, even if he has yet to develop or introduce a product. Respondent has for commercial gain registered and used the disputed domain name to create a likelihood of Internet user confusion regarding Complainant as the source, sponsor, affiliate or endorser of its website. Such activity constitutes bad faith within the meaning of paragraph 4(b)(iv) of the Policy.

In response to a cease-and-desist demand from Complainant, Respondent offered to negotiate sale of the disputed domain name to Complainant. Respondent is correct in its assertion that merely offering to sell or transfer a disputed domain name in response to a demand letter is not in itself sufficient to establish bad faith. A party otherwise holding a domain name in good faith might reasonably elect to avoid a dispute by selling and transferring a domain name. In the present context, Respondent has asserted that he was developing an operational website in good faith, but without providing any supporting evidence. He did the “minimum” by establishing a single webpage listing a few words. The Panel might reasonably conclude that Respondent was seeking an offer from Complainant or its competitor for purchase of the disputed domain name. However, because the Panel has concluded that Respondent misused the disputed domain name to create a likelihood of Internet user confusion regarding the source, sponsorship, affiliation or endorsement by Complainant of his website, the Panel need not make a separate finding on registration with intent to sell or transfer.

The Panel finds that Complainant has established the third element of the Policy.

Paragraph 15(e) of the Rules provides that, if after considering the submissions, the Panel finds that the Complaint was brought in bad faith, for example in an attempt at RDNH or to harass the domain-name holder, the Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. The mere lack of success of the complaint is not, on its own, sufficient to constitute reverse domain name hijacking. [WIPO Overview 3.0](#), section 4.16.

Respondent has provided no plausible basis for a finding of RDNH against Complainant. The Panel rejects its request.

## 7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <rentlyai.com> be transferred to Complainant.

*/Frederick M. Abbott/*

**Frederick M. Abbott**

Sole Panelist

Date: August 5, 2025