



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for damages to the rental unit and for damage or loss under the Act or tenancy agreement, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

This matter was originally scheduled for hearing on December 2, 2010 however on that date the Landlord and her agent gave contradictory oral evidence as to whether the Landlord had filed documentary evidence in support of her monetary claim. As there was no documentary evidence in the file, this matter was adjourned to today's date in order for the Landlord to (re-)submit her evidence. The Landlord submitted evidence on December 17, 2010 which includes the following documents:

- A letter dated July 12, 2010 from the City of Richmond ordering the Landlord to take specific steps to remediate an alleged grow-op;
- an invoice dated July 14, 2010 from the City of Richmond for recovery costs;
- a quote for remediation services dated December 8, 2010; and
- a copy of a tenancy agreement signed on December 21, 2009.

The tenancy agreement names only one individual as the Tenant who is not named as a Party (or Tenant) in these proceedings. The Landlord said that the person named on her application for dispute resolution is the older brother of the individual named as the Tenant on the tenancy agreement and he also resided in the rental unit. However, as the person named on the Landlord's application for dispute resolution is not a party to the tenancy agreement, I find that he is not properly named as a Party (or Tenant) in these proceedings.

Furthermore, RTB Policy Guideline #23 states at p. 1 states that "*an arbitrator will not add a person as a party without that party's consent if that party is not named on the application for arbitration and is not properly served.*" Given that the Tenant named on the tenancy agreement is not named as a Party on the Landlord's application and did not attend the hearing, I find that the Landlord's application cannot now be amended to add him as a Party. Consequently, the Landlord's application is dismissed with leave to reapply (within the limitation period set out under s. 60 of the Act).



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Conclusion

The Landlord's application is dismissed with leave to reapply. 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: December 20, 2010.

Dispute Resolution Officer