



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This was a hearing with respect to the tenant's application for a monetary order. The hearing was conducted by conference call. The tenant attended and was represented by her advocate. I heard as well from the tenant's witness who, according to his evidence, was actually a co-tenant.

Issue(s) to be Decided

Is the tenant entitled to a monetary order and if so, in what amount?

Background and Evidence

In the application for dispute resolution the tenant claimed payment of the sum of \$25,000.00 because the landlord evicted her without notice by removing all of her belongings from the rental property.

The tenant said that in May, 2012 she rented the unit, a two bedroom house on several acres of land in Langley for \$750.00 per month. According to the tenant, her witness, J.M. rented the house from D.M. who acted as the agent for the landlord, who was Mr. A.K. and A.K. in turn was acting as the landlord on behalf of the owners of the house, who are the respondents named in the application. During the hearing J. M. Testified that he is in fact a co-tenant along with the applicant and that they were both named on the tenancy agreement, but unfortunately neither he, nor the applicant have a copy of the agreement because all their belonging were taken from the house when they were illegally evicted by D.M in January.

The respondents were served with the application for dispute resolution, but did not attend the hearing. On March 1, 2013 a fax was sent to the Residential Tenancy Office. It purported to come from A.K. said to be the landlord. In the fax he advised the Residential Tenancy Office to correct the paperwork to record A.K. as the landlord and

remove the respondents: who, he said were incorrectly recorded as landlords. In the fax Mr. A.K. neglected to provide particulars, such as his address for service.

Analysis

The definition of "Landlord" under the *Residential Tenancy Act* includes the owner of the property; assuming the respondents are the owners of the rental property, then they are properly named as parties in the application, but the evidence given by the applicant at the hearing is that other individuals acted to create the tenancy agreement and to apparently evict the tenant without adhering to the requirements of the *Residential Tenancy Act*. It has not been established that the individuals, D.M. and A.K. were acting with the authority of the owners when they rented the property or when they evicted the tenant. In order to properly adjudicate this claim I find that the individuals, D.M. and A.K. should be parties to the proceeding and in accordance with the definition of "Landlord" in the Act, the owners may also be named. The tenant will have to commence a new proceeding and name all the necessary parties. She may wish to do so in conjunction with her witness J.M. as a co-applicant.

Conclusion

This 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: April 30, 2013

Residential Tenancy Branch

