



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EASYRENT REAL ESTATE SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for its application from the landlord, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Is the tenant entitled to the recovery of the filing fee for this application?

Background, Evidence

The tenant testimony is as follows. The tenancy began on July 1, 2013 and ended on March 31, 2016. The tenants were obligated to pay 1400.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$700.00 security deposit. The tenant testified that Bruce Ward Realty Ltd. Issued a Two Month Notice to End Tenancy for Landlords' Use of Property on January 12, 2016 with an effective date of March 31, 2016. The tenant testified that notice was given on the basis that the unit was sold and that the new owner was going to occupy the suite. The tenant testified that she found the unit advertised on the internet two weeks later on the easyrent.ca website. The tenant testified that at the time of filing her application she didn't know who the owner was and chose to name Easy Rent Real Estate Services as it was the only way she could serve someone. The tenant testified that she now knows who the owner is. The tenant is seeking the equivalent of two months' rent on the basis the landlord issued the notice in bad faith.

The respondent gave the following testimony. The agent for Easy Rent Real Estate Services advised that they were not involved with the sale of this property. The agent testified that they acted only on a marketing basis for the landlord and were not his agent or property manager at the time of posting the advertisement.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings are set out below.

In the tenants own testimony she acknowledged that Easy Rent Real Estate Services Ltd. was not involved in issuing the notice and that they were not the landlords' agent at the time the notice was issued. The tenant further testified that the only reason she named them as the landlord was so that she was able to serve someone for this hearing. The tenant went on to testify that she now knows the owners name.

Naming a party as a respondent simply as a matter of convenience is inappropriate. The tenant is fully aware of whom the owner is and that was the party that had issued the notice on their behalf. The tenant has not provided sufficient evidence to satisfy me that the named respondent in this hearing acted as the landlord or their agent in regards to the notice to end tenancy. Furthermore, the tenant concedes that they had no hand in issuing the notice. Based on the above, I dismiss this application with leave to reapply.

Conclusion

The tenants' 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: November 23, 2016

Residential Tenancy Branch