



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 PRUDENTIAL ESTATES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67.

The landlord's agent, RW ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he was the property manager for the landlord company named in this application and that he had authority to speak on its behalf. The landlord confirmed that he did not have authority to speak on behalf of the two landlord individual owners of the rental unit ("owners"). This hearing lasted approximately 40 minutes in order to allow both parties to fully present their submissions.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord said that he was unable to serve the tenant with the landlord's written evidence because the tenant failed to provide a forwarding address to the landlord. The tenant agreed that he failed to provide a forwarding address to the landlord.

At the outset of the hearing, the landlord advised that the tenant had not correctly named the landlord company in this application. Pursuant to section 64(3)(c) of the *Act*, I amended the tenant's application with the landlord's consent, to correct the legal name of the landlord company.

Preliminary Issue – Proper Parties to be Named

The landlord testified that the tenant had not named the owners in this application. The tenant said that he attempted to name the landlord company and the owners but he put it all on one line under the "landlord" section for this application. He said that he was asked to correct this error by the Residential Tenancy Branch staff. He confirmed that he corrected it by naming only the landlord company and removing the owners. He said that he was not in contact with them and the landlord confirmed that he was not either.

The landlord said that both the landlord company and the owners were named in the parties' written tenancy agreement. He said that the landlord company was a property manager for the owners during the tenancy. He said that he was not in contact with the owners since they sold the rental unit around October 2016. He said that he had no instructions to act on their behalf because they did not know about this application since the tenant had not served them.

Neither party provided any documentary evidence such as a written tenancy agreement, rent cheques, or other written information to confirm who the correct landlords are for this tenancy. Accordingly, I cannot confirm that the tenant has named the correct landlord(s) in this application.

As per section 6(1) of the *Act* (*my emphasis added*):

*The rights, obligations and prohibitions established under this Act are enforceable **between a landlord and tenant** under a tenancy agreement.*

I notified the tenant that the correct parties must be named and have notice of this hearing and that the landlord did not have authority to speak on behalf of the owners of this rental unit. While the landlord company was the property manager for the owners during this tenancy, the property has since been sold and the landlord has not contacted the owners since the sale in October 2016. The landlord was also unable to serve any written evidence to the tenant for this hearing because the tenant failed to provide a forwarding address to the landlord. I advised both parties that I was dismissing the tenant's application with leave to reapply. Both parties confirmed that they did not wish to seek an adjournment of this hearing to a later date in order for the tenant to name and serve the correct parties and for the landlord(s) to serve evidence to the tenant.

I cautioned the tenant to be aware of limitation dates to file his application, since the tenancy has already ended. I notified him that he could obtain legal advice from a

lawyer with respect to limitation dates if he wished to pursue this matter against the landlord(s) in the future.

Conclusion

The tenant'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: April 11, 2017

Residential Tenancy Branch