



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

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

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

On April 22, 2018, tenants DH, TA and DF applied for dispute resolution naming three respondents; one individual as the landlord and two individuals as the purchasers.

Tenants DH and TA (collectively "the tenant") attended the hearing and confirmed they had authority to speak on behalf of tenant DF, who was not present. The named landlord attended the hearing and presented one witness. One named purchaser attended the hearing with an advocate. Each party was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. As neither party raised any issues regarding service of the application or the evidence, I find that all parties were duly served with these documents in accordance with sections 88 and 89 of the *Act*.

Preliminary Issue – Naming of the Purchasers

Residential Tenancy Policy #43, establishes that if any party is not correctly named, the arbitrator may dismiss the matter with or without leave to reapply.

The advocate, who spoke on behalf of the purchasers, explained that the individuals named as the purchasers by the tenants, had not purchased the subject property and had been named in error.

The tenants explained that they obtained the name and address of the purchasers through a land title search. The tenants have provided a copy of the search as part of their documentary evidence.

The landlord could not confirm nor deny the identity of the purchasers; however the landlord provided a copy of the contract of purchase and sale as part of his documentary evidence.

Upon review of the documentary evidence, in particular the landlord title search and contract of purchase and sale, I have determined that the tenants have incorrectly named the purchasers. The parcel identifier (the "PID") on the land title search is not congruent with the PID on the contract of purchase of sale. Based on the above and in accordance with Residential Tenancy Policy #43, I dismiss the tenants' application with leave to reapply. Leave to reapply does not constitute an extension of any applicable time limit.

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 2, 2018

Residential Tenancy Branch