



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Noble & Associates Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. The participatory hearing was held on April 2, 2019. The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 51 and 67; and,
- recovery of the filing fee.

### Preliminary Matters

The Tenants are looking for 12 months' rent in compensation, pursuant to section 51 of the Act. However, during the hearing, it was explained that 12 months' rent in compensation is only payable in situations where the Tenant receives the 2-Month Notice to End Tenancy for Landlord's Use (the Notice) on or after May 17, 2018. In this case, the Tenants received the Notice in February of 2018, and the maximum compensation under this portion of the Act is equivalent to 2 months' worth of rent, as per the legislation at that time.

The Tenants attended the hearing. The Landlord's previous agent (the "agent") attended the hearing. During the hearing, the agent stated that they ceased working for the Landlord effective July 30, 2018, and has not had contact with them since. The Tenants filed their application against the agents in December of 2018.

Upon review of the Notice and the application before me, I find the Tenants have not named the correct party on this application for compensation. As per the 2 Month Notice which was provided into evidence, the Landlords and owners of the property are two

individuals named, T.J. and H.W. The Tenants should have named the actual Landlords as the respondent on this application. I note the Tenants applied against the Landlord's former agents. However, I note these people were no longer the agents for the Landlord (effective July 30, 2018), nor were they listed as the "Landlord" on the Notice that was issued or the Tenancy Agreement, which is the basis for the Tenants' application for compensation.

Further, I note the person named (incorrectly) as the respondent on this application stated he received the Tenant's application against them sometime in December 2018, and made it clear to the Tenants that they were no longer the agent for the Landlord and did not have contact with the Landlords anymore. I note the Tenants did not take any further action to locate or track down the Landlord, as listed on the Notice. The agents at the hearing today stated they have no knowledge of what the Landlord did with the property after the Tenants moved out, and should not be the people named on this application.

After reviewing the case before me in its entirety, I find the Tenants have not named and served the Landlord with their application and evidence. As such, I dismiss the Tenants application against the named agent, in full, without leave to reapply. Should the Tenants want to pursue their application for compensation under section 51 of the Act, they must properly name the Landlord on their application, and serve them in accordance with the Act and the Rules of Procedure.

### Conclusion

The Tenants' application is dismissed in full, without 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 3, 2019

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**Residential Tenancy Branch**