



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANDALL NORTH REAL ESTATE SERVICES
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPRM-DR, FFL

Introduction, Preliminary and Procedural Matters

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued by the landlord, a monetary order for unpaid rent, and for recovery of the filing fee paid for this application.

This application began as an ex-parte application via the Direct Request process and was adjourned to a participatory based on the Interim Decision dated June 21, 2019, which should be read in conjunction with this decision.

At the participatory hearing, an agent for the landlord ("landlord") and the tenant attended the teleconference hearing. The participants were provided the opportunity to present their evidence orally and to refer to relevant documentary submitted prior to the hearing, and make submissions to me.

In the Interim Decision of June 21, 2019, the adjudicator determined that the written tenancy agreement was signed by Person M.M., but not the respondent here.

In response to my inquiry, the landlord submitted that he was informed by the caretaker of the manufactured home site that Person M.M. had vacated the rental unit.

The respondent here said that Person M.M. was still residing in the rental unit.

The written tenancy agreement submitted into evidence shows that the respondent here did not sign the document; however Person M.M. did sign.

The landlord confirmed serving only the respondent here with the Notice and their application for dispute resolution, not M.M.

In the case before me, I find the respondent here is not responsible under the terms of the written tenancy agreement as she did not sign the document.

As Person M.M. signed the written tenancy agreement, he is the party responsible for the terms and conditions under that agreement.

As the landlord failed to serve the proper tenant, M.M., who still resides in the rental unit with their Notice and application for dispute resolution, I find they have not complied with their obligation under section 46 and 89(2) of the Act.

Therefore, I dismiss the landlord's application with leave to reapply. I note this decision does not extend any applicable time limits under the Act.

Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue.

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: July 12, 2019

Residential Tenancy Branch