



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This teleconference hearing was scheduled in response to an application by the Tenants under the *Residential Tenancy Act* (the “Act”) for monetary compensation, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

Both Tenants were present for the teleconference hearing as was a representative of the named respondent (the “Representative”). The parties were affirmed to be truthful in their testimony and the Representative confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Tenants’ evidence.

The Representative stated that their company no longer works for the Landlord and has not done so since November 2018. As such, both parties presented testimony on this issue which will be addressed below.

Preliminary Matters

The Tenants named a property management company as the Landlord/Respondent on this application. A representative of this company was present at the hearing and stated that their company has not been involved with the property in question since November 2018. The Representative stated that therefore he did not have any information to provide on what occurred with the property following the tenancy ending on October 3, 2018.

The Tenants stated that after sending the hearing documents to the property management company they received an email from the Representative stating that the company was no longer involved with the property. The Tenants submitted a copy of the

email dated May 22, 2019 in which the management company suggests that the Tenants contact the property owners instead.

The parties confirmed that the property management company signed the Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice"). However, the Representative stated that this was signed on behalf of the owners of the rental unit for whom they were hired to represent at the time.

As such, I accept the testimony of the Representative that the property management company should no longer be a party to this hearing. I also note that a company (other than a family corporation) cannot issue a Two Month Notice so I accept that it was signed on behalf of the owners.

The Tenants stated that they were not aware of who the owners were during the tenancy but found names through a property title search. The names were shared but the Representative was unable to verify whether these were the owners. The Representative was asked to exit the hearing and the hearing continued with the Tenants only.

Although the Tenants submitted an amendment form on May 24, 2019 to amend the name of the respondents, they did not provide the names on the amendment form and therefore the application was not amended.

The Tenants testified that after searching the property title information they sent registered mail to the owners with the Notice of Dispute Resolution Proceeding package and a copy of their evidence. The Tenants submitted a copy of the registered mail information into evidence which shows that the package was delivered and signed for on June 3, 2019.

However, as the Tenants did not submit any further evidence to establish that these are the owners, such as the property title search information, I am not satisfied that the people named are the owners and should be named as such. Without sufficient evidence, I decline to amend the application to name the parties as the Landlord as I find that this would be procedurally unfair without documentation to establish that they meet the definition of a landlord under the *Act*.

Therefore, as I find that the party named as respondent is not the landlord and I have no further information to determine who should be named as the landlord, I decline to

amend the application. Instead, I find that as the applicants did not name the correct party and did not provide sufficient information as to another party that should be named, the application must be dismissed. The Tenants are at liberty to reapply.

Conclusion

The Application for Dispute Resolution 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: August 27, 2019

Residential Tenancy Branch