



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HomeLife Advantage Realty Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Tenant's first application: MNDCT, OLC, FFT

Tenant's second application: CNC, FFT

Landlord's application: OPC, FFL

### **Introduction**

This hearing was set to hear two applications filed by the tenants and one application filed by the landlord's agent.

One of the tenants and the property manager representing the property management company hired by the owner appeared. The owner of the property did not appear at the hearing.

The tenants' second application and the landlord's application concerned a One Month Notice to End Tenancy for Cause issued by the property management company. Both parties provided consistent statements that the tenants have since vacated the property and returned possession to the property manager. Both parties were in agreement that the remedies sought under the tenant's second application and the landlord's application were moot and that no decision was required. Accordingly, I dismiss those applications without leave to reapply.

The tenant submitted that he wanted to pursue his monetary claim against the landlord, as filed under his first application. The tenants filed their first application, seeking monetary compensation and orders for compliance, against the owner of the property. The tenant stated he served the proceeding package to the property management company since the owner would not come to the door when he attempted to serve the owner in person. The property manager confirmed they received the tenant's proceeding package for the first Application for Dispute Resolution; however, the property manager submitted that the property management company was hired by the

owner to perform one only service on behalf of the owner: the eviction. The property manager provided a copy of the contract for services with the owner.

The tenant stated that when he attempted to serve the owner, the owner sent him a text message instructing the tenant to communicate with the property manager for any and all matters. The property manager stated the owner was incorrect since they were only hired to pursue the eviction.

The tenant also pointed out that in filing the first application, he did not know the last name of the owner and he merely entered a random letter to fill the space for the owner's last name on the application. The tenant stated he has since learned the last name of the owner. The tenant had not submitted or served an Amendment to correct the name of the owner.

I was unsatisfied the tenants properly named the landlord on their first application. Nor, did they serve the owner with their claims against him and I am unsatisfied that the property management company was acting as the owner's agent with respect to matters other than the eviction proceeding. I also noted that the tenant's first application appears to be lacking full particulars as to the nature of the claim. For all of these reasons, I declined to hear the tenant's first application. Since the tenancy has ended, I find the tenant's request for orders for compliance to be moot. However, I dismiss the tenant's monetary claim against the landlord with leave to reapply.

### Conclusion

The tenant's monetary claims against the landlord are dismissed with leave to reapply.

All other remedies sought by the parties are moot and dismissed without leave.

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: June 15, 2021

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Residential Tenancy Branch