



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for compensation for a monetary loss or other money owed and recovery of the cost of the filing fee.

The tenant attended the hearing; however, the respondents did not attend.

The tenant stated she served the respondents her Application for Dispute Resolution, evidence, and Notice of Hearing (application package) at their respective agent's offices. I will address my findings on service to the respondents within this Decision.

I have considered the relevant evidence necessary for this Decision.

### Issue(s) to be Decided

Has the tenant established sufficient service of the application and notice of hearing on the respondents?

If so, is the tenant entitled to monetary compensation from the respondents?

### Background and Evidence

The tenant's claim is based upon having received a Two Month Notice to End Tenancy for Landlord's Use of Property (Notice/2 Month Notice) issued by the landlord/owner at the time, respondent TT. The Notice was dated March 18, 2020 for an effective move-out date of May 31, 2020. The landlord, TT sold the property to the purchaser, PL, who had requested the notice be served because all the conditions for sale of the rental unit

have been satisfied and the purchaser has asked the landlord in writing to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

The tenant in her evidence asserted that the purchaser, PL, or a close family member did not move into the rental unit, instead it was rented out to other tenants for a higher rent.

As to service of the application, the tenant said she served the original landlord, TT, via the property management company who represented the landlord during the tenancy.

The tenant submitted she served the purchaser/respondent, PL, via the realtor who represented PL in the real estate transaction in 2020. The tenant said she did not know where PL lived, nor did she have an address for PL.

### Analysis and Conclusion

Section 59(3) states that an applicant for dispute resolution must give a copy of the application to the other party within 3 days.

Section 89(1) of the Act requires that the tenant's application for dispute resolution, which includes the notice of hearing, must be given by leaving a copy with that person, by leaving a copy with an agent of the landlord, by sending a copy by registered mail to the address at which the landlord resides, or where the landlord carries on business, as ordered by the director, or by other means of service provided for in the regulations.

In this case, I find the respondent TT is not a party to this dispute. They were the former landlord who complied with the purchaser's request to issue the tenant a 2 Month Notice. Apart from that, the tenant's evidence shows this claim is against PL and I find TT has no standing in the tenant's dispute.

Further, I find the tenant failed to properly serve the respondent, PL. A real estate company representing a purchaser in a real estate transaction cannot be considered an agent of the purchaser for other reasons, such as receipt of hearing documents.

As a result, I find the tenant submitted insufficient evidence to show that she served PL as required by the Act. The tenant confirmed she did not know the address of PL.

It is up to the tenant to find the whereabouts of PL.

As a result of the insufficient evidence to prove service of the tenant's application, I therefore **dismiss** the tenant's application, **with leave to reapply**.

**Leave to reapply does not extend any applicable time limitation deadlines.**

As I have not considered the merits of the tenant's application, I **dismiss** the request to recover the cost of the filing fee, 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: October 31, 2022

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Residential Tenancy Branch