



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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DECISION

Dispute Codes MNETC FFT

Introduction

The tenants sought compensation against their former landlord pursuant to sections 67 and 72 of the *Residential Tenancy Act* (the “Act”). One of the tenants (C.S.) and an agent for the landlord attended the hearing on January 12, 2023.

Preliminary Issue 1: Service of Notice of Dispute Resolution Proceeding and Evidence

The agent testified that the landlord was not served with a Notice of Dispute Resolution Proceeding. They determined that there was a hearing based on email communication with the tenant (R.B.). The agent had to contact the Residential Tenancy Branch and request a courtesy copy of the Notice on July 26, 2022. Nor did the landlord’s agent receive the tenants’ documentary evidence consisting of a copy of the tenancy agreement and a one-page letter purportedly authored by the landlord’s agent.

The tenant who attended the hearing did not have any information as to whether, and if so, how, and when, the tenant R.B. might have served the Notice of Dispute Resolution Proceeding upon the landlord or their agent.

Rule 3.5 of the *Rules of Procedure* (<https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/rop.pdf>) requires that the arbitrator be satisfied that each respondent was served with a copy of the Notice of Dispute Resolution Proceeding and all evidence as required by the Act and the *Rules of Procedure*. Based on the parties’ testimonies today I am not satisfied that the Notice of Dispute Resolution Proceeding was served. This is the first reason why I am unable to consider this application.

Preliminary Issue 2: Naming of Respondents

The second reason why I cannot proceed with considering the application is that, while there were two landlords on the tenancy agreement, only one landlord was named as a respondent.

Pursuant to rule 7.13 (“Determining that another person be added as a party”) of the *Rules of Procedure*, it is my finding that both landlords ought to have been named as respondents in this dispute. Both landlords were legal parties to the contract, that is, the tenancy agreement. As such, unless one landlord excuses the other landlord from their legal obligations under the tenancy agreement, both landlords must be named in any application made by a former tenant.

Conclusion

The application is dismissed with the option to reapply.

This decision does not extend any time limitations under section 60(1) of the Act.

Dated: January 12, 2023

Residential Tenancy Branch