



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application filed by the landlord seeking:

1. A monetary Order;
2. An Order to be allowed to retain the security deposit; and
3. Recovery of the filing fee paid for this application.

The landlord appeared at the hearing of this matter, the tenant did not. The landlord submitted evidence that the corporate tenant was served with notice of this claim and this hearing by way of registered mail sent to the corporate registered and records office. The landlord also produced a BC Company Summary for the corporate landlord to confirm that the registered and records office address. In addition the landlord produced a Canada Post scanned delivery confirmation form showing that the materials were delivered to the registered and records office on August 30, 2012 and signed for on that date.

Based on the evidence of the landlord I am satisfied that the tenant has had notice of this claim and this hearing.

The landlord gave evidence under oath.

Issue(s) to be Decided

Has the landlord met the burden of proving his claims.

Background and Evidence

On April 20, 2012 under Residential Tenancy Branch file No. 789907 a Dispute Resolution Officer made the following finding:

...I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$9589.71 plus the \$100 filing fee for a total of \$9689.71.

(reproduced as written)

Further, the Dispute Resolution Officer determined:

I determined the security deposit totals the sum of \$1800. I determined the landlord is entitled to retain this sum. **I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$7889.71.**

(reproduced as written)

Having made this finding in his Decision the Dispute Resolution Officer then issued a monetary award in favour of the landlord in the sum of \$7,889.71 payable forthwith.

That Order was issued against in accordance with the parties named by the landlord in their Application for Dispute Resolution. As the landlord did not indicate "Ltd." After the corporation entity's name the Decision and Order were issued without "Ltd."

On July 5, 2012 the landlord made an application for correction seeking to have the initials "Ltd." added to the corporate entity's name in the Decision and Order however, the request was denied because:

The dispute resolution officer accurately transcribed the name of the respondent from the Application for Dispute Resolution to the decision and order. In this case the applicant failed to correctly identify the respondent. In my view a dispute resolution officer does not have the jurisdiction to change a style of cause in circumstances such as this as the effect would be to make a party liable who was not given notice of the proceeding.

The landlord now makes this application seeking to correctly name the tenant/respondent with the initials "Ltd.", added to the corporation name in the style of cause. The landlord testified that all facts remain the same as in the decision rendered previously.

Analysis

In a previous application seeking the same relief the landlord named the respondent, but did not identify it as a corporation. The Dispute Resolution Officer who heard the

original application refused to correct his decision to name the corporate entity because the company was not named as a party by the applicant. The application before me is a new application that named "X Ltd." as respondent; otherwise the relief claimed is identical to that sought in the prior application. The application is unopposed; I find that the landlord is entitled to a monetary order in the amount claimed against the respondent company.

Conclusion

The landlord may retain the security deposit and I will issue a monetary award in favour of the landlord in the sum of \$7,889.71 payable forthwith.

If the tenant does not pay this sum forthwith the Order is enforceable as any Order of the Provincial Court of British Columbia.

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: November 13, 2012.

Residential Tenancy Branch