



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNR MNDC OLC RP LAT RR

### Introduction

This hearing convened pursuant to the tenant's application to cancel a notice to end tenancy, as well as for monetary compensation, an order that the landlord comply with the Act, an order for repairs, an order authorizing the tenant to change the locks to the rental unit and an order for a reduction in rent.

The tenant attended the teleconference hearing, but the landlord did not. The tenant submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered mail sent on May 8, 2015 to the landlord's service address indicated on the notice to end tenancy. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on May 13, 2015, and I proceeded with the hearing in the absence of the landlord.

### Preliminary Issues

#### *Notice to End Tenancy for Unpaid Rent*

The landlord did not attend the hearing. When a tenant applies to cancel a notice to end tenancy and the landlord does not appear to provide evidence regarding the validity of the notice, the notice is cancelled. I therefore cancel the notice to end tenancy for unpaid rent dated October 8, 2014.

#### *Remainder of Tenant's Application*

Aside from the tenant's application for an order that the landlord comply with the Act, which I address below, the remainder of the tenant's application is dismissed with leave to reapply. Under the Residential Tenancy Branch Rules of Procedure, evidence must be relevant (Rule 3.6) and it must also be organized, clear and legible (Rule 3.7). The tenant submitted seven packages of evidence comprising a total of nearly 200 pages; however, the tenant did not number the pages or provide an index or other reference to indicate what pages were related to which portions of the tenant's application.

### Issue(s) to be Decided

Should I order the landlord to comply with the Act?

### Background and Evidence

The tenant stated that the landlord did not give him the correct address for service or the correct name for the landlord. The tenant stated that he sent notice of the hearing to the address that the landlord indicated on the notice to end tenancy; however, that package was returned to him. The tenant stated that he has discovered two different names or spellings for the property manager, and other searches have not confirmed the correct corporate name of the landlord.

### Analysis

Under section 12 of the Act, the landlord is required to prepare a written tenancy agreement for each tenancy, and the tenancy agreement must contain the correct legal name of the landlord, as well as the address for service and telephone number of the landlord or the landlord's agent. If the name or service address of the landlord or the landlord's agent has changed, the landlord should provide that information to the tenant.

In these circumstances, I find it is appropriate to order the landlord to immediately provide to the tenant their correct legal name and the address for service and telephone number of the landlord or the landlord's agent. If the landlord fails to comply with this order, it is open to the tenant to apply for monetary compensation.

### Conclusion

The notice to end tenancy for unpaid rent dated October 8, 2014 is cancelled.

I order the landlord to immediately provide to the tenant their correct legal name and the address for service and telephone number of the landlord or the landlord's agent.

The remainder of the tenant's application 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: June 17, 2015

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Residential Tenancy Branch

