



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67.

The tenants attended the hearing via conference call and provided affirmed testimony. The landlord's agent, (the landlord) attended the hearing via conference call and provided affirmed testimony.

At the outset, the landlord argued that the landlord/owner was incorrectly named as H.G., stating that he T.G. was the agent for the owner, H.C. The tenants argued this claim stating that the named landlord is the properly named landlord. A review of the signed tenancy agreement does not reveal the name of either the landlord or the tenants. Neither party was able to provide any supporting evidence regarding the identities of the named landlord or tenants.

Section 13 of the Act states in part that a tenancy agreement must comply with any requirements prescribed in the regulations and must set out the standard terms, **the correct legal names of the landlord and the tenant**, the address of the rental unit, the date the tenancy agreement is entered into, the address and telephone number of the landlord/landlord's agent, the date on which the tenancy starts, if the tenancy is a periodic tenancy, if the tenancy is a fixed term tenancy, the amount of payable rent, the day in the month on which rent is due, which services and facilities are included, the amount of any security or pet damage deposit(s) to be paid.

In this case, both parties have been unable to provide sufficient evidence of the actual named parties. On this basis, I find that the tenants' application is dismissed with leave to reapply when the correct legal names of both parties can be established. Leave to reapply is not an extension of any applicable limitation periods.

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: September 17, 2018

Residential Tenancy Branch