



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC RP DRI FFT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act") to dispute a rent increase under the *Act*, for an order for repairs to the unit, site or property, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant, a tenant agent and an agent for the corporate landlord attended the teleconference hearing. The respondent name in the matter before me is not a corporate landlord and is a person, EK. The landlord agent who testified that he represents the corporate landlord, KIL, ("corporate landlord") was not named in the application or properly served and that the landlord agent only became aware of the hearing based on an email from the Residential Tenancy Branch.

Preliminary and Procedural Matter

Based on the above, the tenant and the landlord agent were asked about who the original tenancy agreement named as landlord and tenant. The tenant and landlord agent confirmed that the tenant and the corporate landlord were named as landlord and tenant and not EK who was served as respondent in the matter before me. In addition, the landlord agent testified that the address in which EK was served was not correct.

Based on the above, and taking into account that I find the respondent name does not match the name of the corporate landlord listed on the tenancy agreement, **I am not satisfied** that the correct corporate landlord was sufficiently served with the Notice of Hearing, application and documentary evidence as required by the *Act* and Residential Tenancy Branch Rules of Procedure ("Rules"). I have reached this decision after

considering the fact that a copy of the original tenancy agreement was submitted in evidence which does not match the name of respondent EK in the application before me.

Both parties have a right to a fair hearing and the corporate landlord would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing, application and documentary evidence according to the timelines specified in the Rules. Therefore, **I dismiss** the tenant's application **with leave to reapply**. I note this decision does not extend any applicable time limits under the *Act*. I also note that the current service address for the corporate landlord as of the date of this hearing has been included on the cover page of this decision for ease of reference.

I do not grant the recovery of the cost of the filing fee due to a service issue.

Conclusion

The tenant's application is dismissed with leave to reapply due to a service issue. This decision does not extend any applicable time limits under the *Act*. The recovery of the cost of the filing fee is not granted.

This decision will be emailed to the email addresses confirmed for the tenant, tenant agent and landlord agent during the hearing.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 16, 2018

Residential Tenancy Branch