



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for an order of possession, based on a One Month Notice to End Tenancy for Cause (the “Notice”), issued on March 6, 2020.

At the outset of the hearing the tenant indicated that the landlord has issued the Application for Dispute Resolution and Notice in the wrong name and there are many errors in the Notice.

The landlord testified that they used the name that the tenant gave them in a text messages and because they could not find the original agreement, they had the tenant sign a second tenancy agreement. The landlord stated that they did not checked the tenant’s drivers license to confirm that they gave the correct name.

The tenant confirmed at the hearing that it is possible they gave the landlord the wrong name when texting; however, their correct legal name J.D.M, and that was on the original tenancy agreement.

I am satisfied that the tenant J.D.M is the tenant subject to this matter and provided the landlord with an alias, whether this was intentional to misled, that as not the subject of todays hearing. However, it was still a name the tenant provided to the landlord in a text message and the landlord has the right to use that name. Therefore, I have amended the style of cause to add the tenant’s proper name of J.D.M and their also known as D.M.

In this case, I have reviewed the Notice. The Notice does not comply with section 52 of the Act as it is not signed by the landlord. Therefore, I find it appropriate to cancel the

Notice. The tenancy will continue until legally ended in accordance with the Act. The landlord is at liberty to issue a new Notice using both names in the style of cause.

The tenant indicated that they have the original tenancy agreement signed on January 1, 2019. As the landlord does not have a copy of that agreement, I find it appropriate to make the following order.

**I Order the tenant to** provide a copy of the tenancy agreement dated January 1, 2019, to the landlord R.D, by email no later than 4 P.M. on June 8, 2020. I have given this date and time because the tenant stated at the hearing that they have an appointment at 1:00pm on this date with their legal counsel. The landlord's email address was confirmed in the application at the hearing.

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 08, 2020

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Residential Tenancy Branch