



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MANAGEMENT COMPANY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, RP, FFT

Introduction and preliminary matters

On April 5, 2021, the Tenants made an Application for Dispute Resolution seeking an Order to comply pursuant to Section 62 of the *Residential Tenancy Act* (the “Act”), seeking a repair Order pursuant to Section 32 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Tenants attended the hearing; however, a representative for the Respondent did not attend at any point during the 20-minute teleconference. At the outset of the hearing, I advised the Tenants that recording of the hearing was prohibited. They were reminded to refrain from doing so and they acknowledged these terms. All parties in attendance provided a solemn affirmation.

As a preliminary matter, the Tenants were asked who the Landlord was as the party they named as the Respondent was not likely the correct business name if this party was acting as an agent for the owner of the property. Tenant D.R. advised that he did not know if a person, that he alleged was the contact provided by the owners, operated a business as a property manager. He was told that an individual represented the owners as their agent. As such, he simply noted the Respondent on the Application as a generic name of “Management Company”. Despite the owners’ names being on the tenancy agreement, and the alleged property manager’s individual name being on the last page of the tenancy agreement, the Tenants named the Respondent as an unidentified, random name.

Moreover, D.R. advised that he served the Notice of Hearing and evidence package to the person they believed to be the property manager by email on April 7, 2021. However, they did not provide any proof of service nor did they provide any

documentary evidence to verify that the email address they sent the Notice of Hearing and evidence package to was provided by the owners or the alleged property manager.

I find it important to note that it is the responsibility of the party making the Application to name the correct legal name of the Respondent, if operating as an individual, or the correct name of the Respondent, if operating as a business. This is to ensure that any Orders granted would be enforceable on the proper party. However, neither the owners listed on the tenancy agreement, nor the person listed as the property manager on the bottom of the tenancy agreement, were named as a Respondent. Instead, a name created by the Tenants was used as the Respondent.

Furthermore, the Notice of Hearing and evidence package was allegedly served by email to an individual that apparently represented the owners; however, there was no proof submitted that this was done. As a result, it cannot be determined if this package was ever served at all. Moreover, there was no documentary evidence provided indicating that the email address used was permitted by this person to be used as an address for service of documents.

As I am not satisfied that the correct Respondent was named or that the Notice of Hearing and evidence package was served, in accordance with the *Act*, to the correct party, I dismiss this Application with leave to reapply.

D.R. was advised that they could reapply for these matters, as well as include in their next Application a request for monetary compensation for their purported loss. In addition, he was provided with how he could contact an advocate should he require assistance with a future Application. He was also informed that he could contact the Residential Tenancy Branch and speak with an Information Officer should he have questions about a future Application; however, these representatives could not provide advice. D.R. became belligerent and combative and exited the conference call.

Conclusion

Based on the above, I dismiss the Application for Dispute Resolution with leave to reapply; however, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to the Application.

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: July 23, 2021

Residential Tenancy Branch