



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1283563 B.C. LTD, INC.NO. BC1283563 and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNETC FFT

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order in the amount of \$30,100.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenants, counsel for the respondent, JM (counsel), the director of the respondent numbered company, DT, and the spouse of DT attended the teleconference hearing. A witness for the respondent, RB (witness) also attended and did not testify. The parties were affirmed and an opportunity to ask questions was provided. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Service Issue and Analysis

The parties were advised that this matter was related to a claim for 12 months compensation for the landlord allegedly failing to comply with the reason stated in a 2 Month Notice to End Tenancy for Landlord's Use of Property (2 Month Notice). A copy of the 2 Month Notice clearly indicates that DT was the purchaser of the rental unit property and not a numbered company.

Both parties have the right to a fair hearing. I find the tenants served a numbered company instead of DT and that DT is the only purchaser listed on the 2 Month Notice. Therefore, **I dismiss** the tenants' application **with leave to reapply** as I am not satisfied that DT was identified as the respondent as the application names a numbered company as respondent, which should have read the purchaser, DT.

This decision does not extend any applicable time limits under the Act.

Conclusion

The tenants' application is dismissed with leave to reapply due to a service issue as the tenants have named a numbered company in error versus purchaser DT.

This decision does not extend any applicable time limits under the Act.

This decision will be emailed to the tenants and counsel for the landlord.

I do not grant the filing fee due to the service issue.

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: January 13, 2022

Residential Tenancy Branch