



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNETC, FFT

### Introduction

This hearing was scheduled to deal with a tenant's claim for compensation payable where the landlord does not use the rental unit for the purpose stated on a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice").

The tenant appeared at the hearing. An individual referred to by initials MK stated she is the property manager for the owner of the property but that she does no longer works for and does not represent the entity named as landlord on the tenant's Application for Dispute Resolution. Another individual referred to by initials AD identified herself as the managing broker of the property management company currently engaged to act as agent for the owner; however, AD does not represent the entity identified as the landlord on the tenant's Application for Dispute Resolution. MK also had her husband at the hearing who was present to testify as to repairs made at the property after the tenancy ended.

### Preliminary and Procedural Matter – Naming of landlord(s)

If any party is not correctly named, the Director, as delegated to an Arbitrator, may dismiss the matter with or without leave to reapply or may amend the Application for Dispute Resolution. Residential Tenancy Policy Guideline 43: *Naming parties* provides information concerning the correct naming of parties and I reference portions of the policy guideline below; however, I strongly encourage the parties to read the policy guideline in its entirety.

The name of the landlord on this Application for Dispute Resolution (referred to by initials RL in this decision for privacy purposes) appears to be a business operating name and not the name of a legal entity.

As provided in policy guideline 43, in part (with my emphasis added):

### **C. BUSINESSES AS PARTIES**

**To enforce Residential Tenancy Branch orders, the applicant must use the correct legal name of a respondent who is a limited liability company, corporation, or partnership.** If the party is a registered corporation or a limited liability company, then the full legal name of the corporation or company should be used on the Application for Dispute Resolution, including designations like Incorporated, Inc., Limited, Ltd., Corporation or Corp. (or the French language equivalents).

**A sole proprietorship or a business that is not a registered corporation or limited liability company is not considered a legal person.** Because of this, these types of businesses should not be listed on their own as a respondent. When a party is doing business as a particular named entity, the Application for Dispute Resolution can name just the proprietor, or it can name the proprietor and the business name used, for example: “John Smith DBA (or doing business as) Garden Apartments,” or “John Smith COBA (or carrying on business as) Garden Apartments.”

An Application for Dispute Resolution that names a partnership will be enforceable against the partnership. If an applicant is also seeking an order against the individual partners on the basis of the Partnership Act, the individual partners should be named, and each served with a copy of the Application for Dispute Resolution.

**It is up to the applicant to ensure that a party is properly named so that any order granted is enforceable.** The director may be unaware that a party is not properly named and may issue the order using the name set out in the application. Where a business is not properly named, for example, “Garden Apartments” instead of “Garden Apartments Ltd.,” the director may dismiss the Application for Dispute Resolution with leave to reapply unless the other party is present. In that circumstance, the director may amend the Application for Dispute Resolution.

The only documentation before me was a copy of the first two pages of a 2 Month Notice and the tenancy agreement.

The name of the landlord on the 2 Month Notice is different than the name listed by the tenant on the Application for Dispute Resolution. The name of the landlord on the 2 Month Notice is referred to by initials RLPAPM in this decision. It is also questionable as to whether RLPAPM is even the correct name of a legal entity.

On the tenancy agreement, the name of the landlord is a corporation referred to by initials SCMDBCL. I heard that SCMDBCL is the former owner of the property that sold the property to the current owner in 2020 or 2021. I heard that after the property sold to the current owner, property management activities were undertaken by MK who worked for RLPAPM at that time.

MK testified that after the tenancy ended RLPAPM ceased operations and she moved to a different brokerage. MK confirmed that she does not appear at this hearing as an agent or representative of RL or RLPAPM.

Since there was no representation for RL or RLPAPM at the hearing and I explored service upon the named respondent. I heard that the proceeding package was sent to the office location for RLPAPM via registered mail but it was addressed to both RLPAPM and MK. Since RLPAPM no longer existed and the envelope was also addressed to MK, the package was forwarded to MK.

In naming RL as the landlord, I was unsatisfied the tenant correctly named the legal entity acting as agent for the landlord at the relevant time and considering there was no representation for RL or RLPAPM at the hearing, I did not further consider amending the application to correctly identify RLPAPM.

The subject 2 Month Notice indicates that the tenancy was ended so that the owner of the rental unit, or the owner's spouse, may occupy the rental unit. I asked the tenant if he knew the identity of the owner. The tenant responded that he did not. The tenant confirmed that he did not make any attempts to determine the owner's name by making enquiries at BC Assessment or at the land title office.

As for the appearance by MK and AD, MK confirmed that she still acts as the owner's property manager under a different property management company and she informed the owner of this proceeding. MK confirmed that she issued the 2 Month Notice upon instruction from the owner and came to the hearing prepared to describe the events that took place after the tenancy ended; however, the owner did not specifically authorize

MK to agree to amend the Application for Dispute Resolution to name the owner as a respondent to this claim.

Policy Guideline 43 provides, in part (with my emphasis added):

## **B. INDIVIDUALS AS PARTIES**

**To enforce Residential Tenancy Branch orders, the applicant must use the correct legal name of an individual respondent.** In most instances, the applicant should be able to rely on the name a respondent has provided on a document requiring a legal name.

The individual's full legal name should be used on the Application for Dispute Resolution. Individual names that include initials or titles may not be enforceable.

For example, the Application for Dispute Resolution should name "John William Smith" or "John Smith," not "John W. Smith" or "Dr. Smith."

When an individual uses an alias, it is best to include the full legal name as well as the alias. For example, the Application for Dispute Resolution should name "Mei Chung also known as (AKA) May Chung."

**It is up to the applicant to ensure that a party is properly named so that any order granted is enforceable.** The director may be unaware that a party is not properly named and may issue the order using the name set out in the application. Where an individual is not properly named, the director may dismiss the Application for Dispute Resolution with leave to reapply unless the other party is present. In that circumstance, the director may amend the Application for Dispute Resolution.

I do not have evidence of the property owner's legal name. Nor, was the current owner present at the hearing, and the property manager who represents the owner did not obtain authorization to agree to amend the Application for Dispute Resolution to name the owner. Therefore, I do further consider amending the Application for Dispute Resolution to name the owner.

The owner's current property management company was not the property manager when the tenancy ended and was not named as a respondent. There was no request

or agreement to name the current property management company as a respondent to this claim.

In light of all of the above, I decline to further consider amending the Application for Dispute Resolution and **I dismiss the Application for Dispute Resolution with leave to reapply so that the tenant may properly name the landlord and/or owner and serve upon each of the correctly identified respondents.**

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: November 09, 2022

---

Residential Tenancy Branch