



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes PSF, FF

Introduction, Preliminary and Procedural Matters-

This hearing convened as a result of the tenants' application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act; and
- to recover the cost of the filing fee

The tenants attended the teleconference hearing. The respondents, SA and TJ, did not attend the hearing. Due to the information contained in the tenants' application, the matter of correct naming of parties was considered.

The tenants were affirmed and testified that they served the named respondents the tenants' Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by email and personal service.

The written tenancy agreement filed in evidence shows a different landlord than the two individuals named in this application. The named landlord on the first page of the written tenancy agreement was the name of the apartment building. Another landlord named on the addendum to the tenancy agreement was a limited company name.

The tenants explained that respondent SA was the building manager and respondent TJ was employed by the property management company. The tenant confirmed that there was no reference to the property management company in their evidence. The tenants explained that the named respondents were their points of contact.

Tenancy Policy Guideline 43 states:

Parties who are named as applicant(s) and respondent(s) on an Application for Dispute Resolution must be correctly named. If any party is not correctly named, the director's delegate ("the director") may dismiss the matter with or without leave to reapply. Any orders issued through the dispute resolution process against an incorrectly named party may not be enforceable.

Further, the Policy Guideline states:

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).

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.

In the matter before me, I find the tenants submitted insufficient evidence to show that the correct legal name of the landlord was used in the application for dispute resolution. As a result, I find the tenants did not properly name the landlord who is listed on the written tenancy agreement. As the respondents were not present, I find it inappropriate to amend the tenants' application. Additionally, the tenants said they had not provided evidence that TJ worked for a property management company representing the named landlord.

As I explained to the tenants, I would not be able to make orders against employees of the limited company landlord to provide for facilities, if I determined the tenants' application had merit.

For this reason, I **dismiss** the tenants' application, **with leave to reapply**, to name the proper landlord/respondent in any future application.

As I have not considered the merits of the tenants' application, I **dismiss** their request to recover the filing fee, **without leave to reapply**.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: February 13, 2023

Residential Tenancy Branch