



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding PCPM AS AGENT FOR COUNTESS GARDENS  
INC and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, RP

### Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for an order cancelling a One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the landlord and an order requiring the landlord to make repairs to the rental unit.

The parties named on the cover page attended the hearing, all were affirmed, and hearing instructions were provided.

The parties were informed that I would proceed with the hearing on preliminary matters as the hearing likely would not proceed on the merits. During this time, preliminary matters were discussed, which included the 1 Month Notice served to the tenant.

Service of the tenant's application and each other's documentary evidence were confirmed.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Issue(s) to be Decided

Has the landlord named the correct party on the 1 Month Notice?

Should the 1 Month Notice be cancelled or enforced?

Am I able to order repairs to the rental unit?

### Background and Evidence

Both parties filed the 1 Month Notice in evidence, and both confirmed the contents of the 1 Month Notice. The Notice was dated April 5, 2023, with an effective date of May 31, 2023.

Listed on the 1 Month Notice as tenant was MA. The written tenancy agreement lists GHRSCG as tenant. MA was sponsored by GHRSCG to come into the country and the rental unit was provided to MA for that reason, as part of their sponsorship.

The tenant's evidence provides that MA has been living in the rental unit since 2016 with their family. After a year of sponsorship, there were no changes made to the tenancy agreement. GHRSCG remains the tenant listed on the written tenancy agreement and no further addendums were made. GHRSCG requested to have the lease assigned to MA, however, the landlord refused. The landlord, according to the evidence, told MA they would have to apply to be a tenant. GHRSCG elected to leave things as they were.

Additionally, in support of their 1 Month Notice, the landlord also attached a warning, or caution letter, dated January 5, 2022, about alleged smoking in the rental unit. The letter was issued to a GHSR, a variation of GHRSCG, not MA.

### Analysis and Conclusion

Having reviewed the evidence, the parties were informed that the Notice did not comply with the requirements of section 52 of the Act, as will be more fully set out in this Decision.

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.

From the evidence provided, I find that MA is not a tenant in these matters, as they are not named on any tenancy documents. The evidence shows that the listed tenant, GHRSCG, attempted to have MA be reassigned the tenancy after a year and as that was denied, GHRSCG remains the tenant.

There was insufficient evidence that GHRSCG ended the tenancy and there was no evidence that the tenancy for GHRSCG ended in accordance with the Act.

For these reasons, I find that the 1 Month Notice is invalid as it was not issued to the tenant, GHRSCG. I cancel the 1 Month Notice dated April 5, 2023 and therefore has no force and effect. I **order** that the tenancy will continue until ended in accordance with the Act.

I also dismiss without leave to reapply MA's application for a request for repairs to the rental unit, due to my findings that they have no status as a tenant.

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: July 18, 2023

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Residential Tenancy Branch