



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, FF, RP

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The named tenants attended the hearing via conference call and provided testimony. Two parties not named attended the hearing stating that they were the owner/landlord and the landlord's agent and provided testimony.

At the outset, the tenants' application was clarified. The two parties attended on behalf of the owner/landlord stated that the named landlord had been incorrectly named. They state that the named landlord was in fact an agent of the landlord's agent (a property management company) on behalf of the owner, (a named company) owned by V.S. The tenants argued that the named landlord is correctly named and do not wish to change it. The tenants referred to the 2 month notice dated May 28, 2019 noted that the signature on the notice under "Landlord or Agent Name" is M.J.J. V.S. stated that the named individual is an agent of the landlord's agent (the property management company). However, the owner, V.S. stated that he is the owner of another company which took possession of the rental property in April 2019. The tenants argued that they have no knowledge of this company as the named landlord or any individuals that they tried to contact have not provided any details of who the actual landlord is. The owner, V.S. confirmed that no evidence has been provided as to who the actual owner/landlord is. Both parties agreed that the named landlord on the existing signed tenancy agreement is for yet another named company (the previous owner).

Extensive discussion took place in which both parties were unwilling to accept who the named landlord should be. The tenants continued to argue that their landlord is M.J.J. the named landlord. The two parties disputed this stating that she is an agent of a company who is an agent of a separate company. The two parties who attended as the landlord continued to argue that the actual landlord is the owner, V.S.'s company.

As both parties are adamant in their position on the name of the actual landlord, the tenants' application is dismissed. Neither party has been able to provide sufficient evidence on their claims of who is the actual landlord. The identity of the landlord is crucial in a determination and both parties have made claims on the actual name of the landlord without any supporting evidence. The tenants have failed to provide sufficient evidence of the actual landlord. On this basis, the tenants' application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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 19, 2019

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Residential Tenancy Branch