

CANADA / JUDGMENT

Goodrich Realty Inc. v. Camano

2025 BCSC 2240

COURT

Supreme Court of British Columbia

DECIDED

14 November 2025

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2025 BCSC 2240 Goodrich Realty Inc. v. Camano IN THE SUPREME COURT OF BRITISH COLUMBIA Citation: Goodrich Realty Inc. v. Camano, 2025 BCSC 2240 Date: 20251114 Docket: S256232 Registry: Vancouver Between: Goodrich Realty Inc. Petitioner And Aurora Camano Respondent Before: The Honourable Madam Justice W.A. Baker On judicial review from: An order of the Residential Tenancy Branch, dated December 1, 2024 (Camano v. Goodrich Realty Inc., File No. 910171067) Reasons for Judgment The Petitioner, appearing in person: D. Louie Agent for Goodrich Realty Inc. Counsel for the Respondent: R. Shannon Place and Date of Hearing: Vancouver, B.C. October 21, 2025 Place and Date of Judgment: Vancouver, B.C. November 14, 2025 Table of Contents Introduction.. 2 Is this petition barred by s. 57 of the ATA?. 3 If the petition may proceed, is the decision of the arbitrator patently unreasonable?. 5 Disposition.. 6

Introduction

- [1] This is a petition challenging a monetary order made by an arbitrator under the Residential Tenancy Act, SBC 2002, c 78.[RTA] The petitioner, Goodrich Realty Inc. ("Goodrich"), who is unrepresented, filed the petition on August 19, 2025 and on August 21, 2025 filed a notice of application which appears to repeat the relief sought in the petition. The respondent, Aurora Camano ("Ms. Camano"), filed her response to petition on August 27, 2025, in which she asserts the petition was filed out of time, and submits the underlying decision was not patently unreasonable and should be upheld. On October 6, 2025, the respondent filed her own application, seeking to dismiss the petition under Supreme Court Civil Rules Rule 9-5 or 9-6. On October 14, 2025, the petitioner filed her response to the respondent's application. All of these applications and the petition were before me on this hearing.
- [2] I clarified with the petitioner that she was seeking to have the petition heard, and she wanted to respond to the respondent's application. She stated that her response to the application, and her petition raised the same issues. It became clear to me that the most efficient way to deal with these applications and the petition, was simply to hear and decide the petition.

- [3] On November 22, 2024 a telephone hearing was conducted by Arbitrator Hedrich of the Residential Tenancy Branch ("RTB"). The parties to the hearing were Ms. Camano, the tenant, and Goodrich Realty Inc., which was described as the landlord. A decision of the RTB was issued on December 1, 2024, in which Ms. Camano was awarded \$1,756.48 against the landlord. This was accompanied by a formal order from the RTB which stated: I DO HEREBY ORDER, pursuant to section 67 of the Residential Tenancy Act, that the respondent GOODRICH REALTY, Landlord, pay to the applicant, AURORA CAMANO, Tenant, the sum of \$1,756.48.
- [4] The RTB decision was later corrected and re-issued on December 9, 2024, but this correction did not alter the award against Goodrich.
- [5] Goodrich took no steps to review the decision, or to seek judicial review of the decision within the 60 days required under s. 57 of the Administrative Tribunals Act, SBC 2004, c 45 [ATA].
- [6] In August 2025, Ms. Camano brought an application in provincial court against Goodrich, seeking payment of the RTB monetary award. At that point, Goodrich advised the court that the arbitrator had mis-identified Goodrich as the landlord, when it was in fact the agent of the landlord. Only at that point, did Goodrich file this petition for judicial review.
- [7] Before me, Ms. Louie, on behalf of Goodrich, submits that it is clear the arbitrator made a mistake in making an award against Goodrich, which is the agent for the landlord. The actual landlord, Ms. Louie submits, is a company named Thames Investments Ltd.
- [8] The issues for determination are:
- a) Is this petition barred by s. 57 of the ATA?
 - b) If the petition may proceed, is the decision of the arbitrator patently unreasonable? Is this petition barred by s. 57 of the ATA?
- [9] Section 57 of the ATA requires an application for judicial review to be brought within 60 days of the tribunal decision. Section 57 is applicable to decisions of the RTB, pursuant to s. 5.1 of the RTA.
- [10] Section 57(2) provides for an extension of time in filing a petition, where the petitioner can establish serious grounds for relief, a reasonable explanation for the delay, and no substantial prejudice or hardship to a person affected by the delay.
- [11] As stated in *Kim v. McMaster*, 2023 BCSC 1225 at paras. 38-46, the legislature included short timelines for the review of tribunal decisions to encourage parties to promptly exercise their rights. The onus is on the petitioner to establish all three requirements under s. 57(2) of the ATA.

- [12] In this case, the petitioner has not sought an order extending time under s. 57(2) of the ATA. Nevertheless, when I asked her about her delay, she responded that she did not seek a review of the arbitrator's order because she thought she could correct it before the provincial court, and she also asserted that the onus was on the respondent Ms. Camano to correct the arbitrator's decision.
- [13] Goodrich relies on the case of *Malik v Eagle Mountain Farms (A Partnership)*, 2021 BCCA 379 [Malik] to support the position that the landlord can be substituted in the RTB decision, without regard to the review deadlines set out in the RTA and the ATA. Malik was a case where the plaintiff obtained default judgment against the wrong party. The issue in that case was whether the party that was the subject of the default judgment could seek to have the judgment set aside, on the basis that there a complete defence to the claim brought, as the plaintiff named the wrong party.
- [14] The case of Malik does not assist Goodrich. Goodrich was the named respondent in the case Ms. Camano brought under the RTA. Ms. Louie attended the hearing on behalf of Goodrich. Goodrich had every opportunity to advise the arbitrator they had named the wrong party as landlord, and every opportunity to challenge the order against Goodrich, either by way of statutory review under the RTA, or judicial review under the ATA. Goodrich took no steps to challenge the order of the RTB until Ms. Camano pressed Goodrich for payment in the provincial court.
- [15] Goodrich is clearly out of time to bring this judicial review. Goodrich did not bring an application to extend time for the filing of the judicial review under s. 57(2). However, even if it had brought such an application, I would not allow it because Goodrich has not established serious grounds for relief (as I will discuss below) and, more importantly, Goodrich has not established a reasonable explanation for the delay in bringing the judicial review.
- [16] On this basis, the petition is dismissed. If the petition may proceed, is the decision of the arbitrator patently unreasonable?
- [17] While I have found the petition is barred pursuant to s. 57 of the ATA, I have still considered whether the underlying decision is patently unreasonable.
- [18] The appropriate standard of review of an arbitrator's decision under the RTA has been determined many times by this court, and is grounded in ss. 5.1 and 84.1 of the RTA and s. 58 of the ATA. Questions of fact, law and discretion are only open to review if such decisions are patently unreasonable: *Campbell v. The Bloom Group*, 2023 BCCA 84 at paras. 11-14.
- [19] The challenge brought by the petitioner is with respect to a question of fact (was Goodrich the landlord, in fact) and law (was Goodrich a landlord within the meaning of the RTA). Therefore, the standard of patent unreasonableness will apply in this petition.

- [20] In the underlying decision, the respondent is Goodrich Realty Inc., and is described as the landlord. The tenancy agreement was made between Thames Investments Ltd. as landlord and Ms. Camano as tenant. The tenancy agreement states Thames Investments Ltd. is represented by Goodrich as agent for the landlord.
- [21] Under the RTA, s. 1, a landlord is a defined term: "landlord", in relation to a rental unit, includes any of the following:
- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
 - (i) permits occupation of the rental unit under a tenancy agreement, or (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;
 - (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
 - (c) a person, other than a tenant occupying the rental unit, who
 - (i) is entitled to possession of the rental unit, and (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
 - (d) a former landlord, when the context requires this;
- [22] Goodrich, as an agent of Thames Investments Ltd., is clearly a landlord within the meaning of the RTA. Before me, Goodrich asserts that it was only an agent of the landlord, and therefore can't be held responsible to the tenant for any monetary award. However, in asserting that Goodrich is the agent for the landlord, which appears to be supported on the evidence that was before the arbitrator, Goodrich brings itself within the definition of landlord. Goodrich cannot then establish that the factual finding implicit in the decision, i.e. that Goodrich was the landlord for the purposes of the RTA, was patently unreasonable.
- [23] Similarly, as a matter of law, the arbitrator is entitled to make orders against the landlord's agent, where that agent stands in the shoes of the landlord under the RTA. Section 1 establishes that, except in evictions for own use, agents enjoy the rights and are burdened with the responsibilities of landlords: 0808799 B.C. v. British Columbia (Residential Tenancy Branch), 2024 BCSC 1915 at para. 91. As such, I find that Goodrich has not established that the arbitrator reached a patently unreasonable conclusion on a question of law.
- [24] I dismiss the petition on substantive grounds.

Disposition

- [25] The petition is dismissed, with ordinary costs to the respondent Aurora Camano.

[26] As I have determined the underlying petition, I dismiss the two interlocutory applications that were brought by the petitioner and the respondent, without costs to any party. "W.A. Baker J."

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