



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Associated Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MNDC, O

### Introduction

This is an application brought by the tenant(s) requesting a monetary order in the amount of \$4250.00 and recovery of their \$100.00 filing fee

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties and the witnesses the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witnesses.

All parties were affirmed.

### Issue(s) to be Decided

The first issue I dealt with was whether or not the applicants had named the correct respondent/landlord on their application.

### Background and Evidence

The respondent testified that they had been acting as the agent for the landlord but the landlord had discontinued their services on April 20, 2015, well before the applicant applied for dispute resolution naming them as landlords.

The respondent is therefore requesting that they be removed as respondents in this case, and that the applicant be required to file a claim against the actual owner/landlord.

The applicant testified that, when she applied for dispute resolution, she was not sure who she was supposed to name as the respondent; however since the above respondents were the agents when she rented the property, she believed that they were the ones to be named as respondent/landlords.

### Analysis

An owner's agent is included in the definition of landlord in the Residential Tenancy Act, as follows:

**"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;

And therefore the owner's agent can be named as a landlord if they are still acting on behalf of the landlord at the time of that the claim arises.

In this case however the parties, who have been named as respondents, ceased acting as agents for the landlord two days after the tenancy ended.

Therefore, since the above-named parties were no longer acting as agents, at the time that the claim arose, it is the owner/landlord that must be named as respondent.

### Conclusion

It is my finding that the applicants have named the wrong respondent as landlord, and I therefore dismiss this application with leave to reapply, naming the correct landlord.

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: September 13, 2016

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Residential Tenancy Branch

