



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for: a monetary order for compensation for loss under the Act, regulation or tenancy agreement pursuant to section 67; authorization to obtain a return of all of the security deposit pursuant to section 38; authorization to recover the filing fee for this application pursuant to section 72.

Preliminary Matter

The landlord attended the hearing and was given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The landlord argued that the person attending as the tenant did not have the *actual tenant's* permission to do so. The landlord testified that Applicant DJ did not have a tenancy agreement with the landlord but her adult son did.

Residential Tenancy Dispute Resolution Rules of Procedure include definitions related to dispute resolution hearings. The Rules describe describes the parties to a hearing as,

the applicant or respondent named on the Application for Dispute Resolution or added to the application by an arbitrator, ..., **but does not include witnesses, family members**, and other persons not named on the application. "Party" may include multiple applicants or respondents.

[emphasis added]

In this case, Applicant DJ is a family member of the tenant (mother). Applicant DJ was not named in the residential tenancy agreement. Applicant DJ testified that her adult son (20 years old) was not aware of these proceedings because he would be too "stressed" by the matter. Applicant DJ put her own and her husband's names as the applicants in this hearing. The landlord argued that Applicant DJ is not entitled to act on behalf of the tenant in this matter and, further that arrangements were made between the landlord and tenant with respect to the security deposit. Applicant DJ confirmed at this hearing that she did not have the permission of her adult son to make this application on his behalf.

Rule No. 6.7 indicates that a party to a hearing "may be represented by an agent or a lawyer and may be assisted by an advocate, an interpreter, or any other person whose assistance the

party requires in order to make his or her presentation.” Rule No. 6.8 indicates that an arbitrator may require an agent to provide proof that she is entitled to represent and act on behalf of a party.

In the circumstances, I required the applicant to provide proof that she is entitled to act on her son's behalf. Applicant DJ was unable to provide proof that she is entitled to represent her son/the tenant in this matter. In some circumstances where there is lack of clarity on whether a party has authorization to represent, an adjournment may be granted. The tenant did not formally seek an adjournment however, out of an abundance of caution, I refuse to grant an adjournment in this matter based on the following grounds,

- I find that an adjournment of this matter will not result in possible resolution of this matter.
- I find that adjourning this hearing will prejudice the landlord in that he will be required to attend on another occasion for this hearing whether Applicant DJ receives permission or not and that these circumstances make the landlord's case to meet unclear generally.
- I find that dismissing this hearing will not prejudice the landlord.
- I find that to decide this matter, I would require the testimony of the tenant.
- I find that dismissing this hearing will not prejudice the tenant but allow the tenant to make an application if he wishes to do so.
- I find that Applicant DJ was misleading in submitting this application as her own without providing a copy of the tenancy agreement. (the landlord provided a copy of the agreement) Applicant DJ also sought to have her own name on any monetary order granted without the clear authority of her son, the tenant.

I find that the material parties to this application were not present: I dismiss this application without leave to the Applicant DJ to reapply.

Conclusion:

I dismiss this application in its entirety.

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: June 14, 2017

Residential Tenancy Branch