



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC, FFT

Introduction

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

- a monetary order for \$9,600 representing 12 times the amount of monthly rent, pursuant to sections 51(2) and 62 of the Act; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The respondent was assisted by his partner ("**KC**").

The tenant testified, and the respondent confirmed, that the tenant served the respondent with the notice of dispute resolution package and supporting documentary evidence. The respondent testified, and the tenant confirmed, that the respondent served the tenant with his documentary evidence. I find that all parties have been served with the required documents in accordance with the Act.

Preliminary Issue – Identity of Respondent

At the outset of the hearing, the respondent stated that he was not properly named as a party to this matter. He testified that tenant entered into a tenancy agreement with corporate entity ("**VM**", full name reproduced on cover of this decision). VM had in turn rented the rental unit from a numbered company ("**628**", full name reproduced on cover of this decision). He testified that at one point in time he was an agent for 628 with regard to the tenancy between it and VM, but he was no longer engaged as an agent. As such, he argued that the tenant had improperly named him as a party to this proceeding.

The tenant argued that VM was only a property management company, and not a landlord in their own right. He stated that a two month notice to end tenancy issued to VM showed that the respondent was VM's landlord. At the hearing, I reviewed this notice and noted to the parties that while the respondent signed it, the notice clearly identified 628 as VM's landlord. The tenant stated that he had overlooked this and may have erred in naming the respondent in this application.

The tenant's application is based on section 51 of the Act, which in turn relies on section 49 of the Act. In section 49 of the Act, "landlord" is defined more narrowly than it is for the rest of the Act. It does not include agents of landlords in its definition. As such, I do not find that the respondent is properly named as a party to this action.

In the circumstances, I find it appropriate to dismiss the tenant's application with leave to reapply. I make no order as to which entities are properly named as parties to this application. At the hearing I noted that the tenant may want to consider naming either 628 or VM or both as respondents in any future application he makes regarding the relief sought. I explicitly make no determination whether either or both of these parties would ultimately be found to be properly named as respondents in such an application. I will leave that determination to be made by the arbitrator presiding over that application. I only order that the respondent is not properly named as a party.

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: March 11, 2022

Residential Tenancy Branch