



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL, MNDCL, FFL

Introduction

This hearing was set to deal with a landlord's monetary claim against a tenant for damage to the rental unit and strata fines.

The landlord appeared at the hearing and the named respondent "CZ" appeared, along with an Advocate.

Shortly after the hearing started, the Advocate pointed out that the landlord had named the tenant's minor child, referred to by initials CZ, as the tenant but that she was not a tenant. I was provided a copy of the tenancy agreement that names another individual as the tenant, referred to by initials CL.

The landlord confirmed that CL was named as the tenant in the tenancy agreement and it was confirmed to me that the landlord has already refunded the security deposit to CL.

The landlord explained that she named CZ as a tenant because CZ resided in the rental unit with CL. The landlord indicated she intended to make separate applications against CZ and CL.

My jurisdiction to resolve disputes is conveyed upon me by the Director of the Residential Tenancy Branch under the *Residential Tenancy Act*. Accordingly, I may only determine disputes between a landlord and a tenant with respect to a tenancy agreement for residential property. If parties do not have a landlord/tenant relationship governed by the Act, I do not have jurisdiction to determine the matter under dispute. A tenant is a person who has the right to occupy a rental unit under a tenancy agreement. Occupying a rental unit does not in itself make someone a tenant and bound by the terms of the tenancy agreement and the Residential Tenancy Act. A tenancy agreement is a contract and in this case the parties executed a written tenancy

agreement clearly identifying the tenant as CL. Residing with CL in the rental unit does not make CZ a tenant. Therefore, I informed the parties that I was unsatisfied CZ had standing as a tenant or that the landlord may pursue CZ for monetary damages under the Act.

The Advocate informed me that CL was present and that she was agreeable to having the application amended to name her as the tenant and avoid another hearing. However, the Advocate also stated the landlord did not serve any of her evidence. The landlord confirmed that she had not served the tenant with the evidence that she had submitted to the Residential Tenancy Branch.

I did not entertain amending the style of cause any further as I was of the view that it would be unfair and prejudicial to amend the applicant to name CL as the tenant and then dismiss the claims due to lack of service of evidence upon CL.

The claim against CZ is dismissed, without leave, as CZ was not a tenant.

The landlord retains the right to make a monetary claim against CL if she decides to pursue a claim, within the statutory time limit for doing so.

Conclusion

The named respondent was not a tenant and the application against the respondent was dismissed.

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 13, 2023

Residential Tenancy Branch