



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MNR, MNDC, FF

### Introduction

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

- an Order of Possession for unpaid rent or utilities and for cause, pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and "KS" attended the hearing and were each given a full opportunity to be heard and to make submissions. KS said that he was not an agent of the tenant at this hearing.

### Preliminary Issue – Proper Parties to be Named

KS said that the proper tenant to be named in this application is "PP," his girlfriend, who is a tenant, lives in the rental unit and receives rent money through social assistance, which is then paid to the landlord. KS stated that there are social assistance written documents confirming that the tenant receives rent for this rental unit.

The landlord confirmed that he named "BB," the tenant named in this application on the front page of this decision. The landlord said that KS uses the name BB, lives in the rental unit and pays rent. KS denied that he uses the name BB, said that he does not live in the rental unit, only that he visits PP there, and he does not pay rent to the landlord.

The landlord did not provide documentary evidence such as a written tenancy agreement, rent cheques, or other written information to confirm who the correct tenants

are for this tenancy. Accordingly, I cannot confirm that the landlord has named the correct tenant in this application. During the hearing, the landlord agreed that PP lives in the rental unit as a tenant and has not been named in this application.

As per section 6(1) of the *Act* (*my emphasis added*):

*The rights, obligations and prohibitions established under this Act are enforceable **between a landlord and tenant** under a tenancy agreement.*

I notified the landlord that the correct parties must be named and have notice of this hearing and that KS was not here as an agent for the tenant. I advised both parties that I was dismissing the landlord's entire application, except for the filing fee, with leave to reapply. I notified the landlord that he was not entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of the landlord's application is dismissed with leave to reapply.

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 29, 2016

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Residential Tenancy Branch