Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwell Developments and
[tenant name suppressed to protect privacy]

DECISION

<u>Dispute Codes</u>   MNRL-S, FFL

<u>Introduction</u>

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities; an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord company was represented at the hearing by an agent, and an agent for the tenant also attended.

At the commencement of the hearing the landlord's agent indicated that an error exists in that the tenants' name was entered 3 times, and agreed that the Style of Cause be amended. The frontal page of this Decision names the tenant only once, and no other amendments were made.

Further, at the commencement of the hearing, the tenant's agent indicated that the tenant firm named in the landlord's application is a law firm who acted for certain tenants in other disputes, but has never entered into a tenancy agreement with the landlord. The landlord's agent did not dispute that.

When naming parties in a dispute, the landlord must name the tenant(s) with whom the landlord has entered into a tenancy agreement with, not their legal counsel.

Therefore, I find that the tenant named in the landlord's application is not the proper party to be named, nor the proper part to be served, and I dismiss the landlord's application without leave to reapply.

Conclusion

For the reasons set out above, the landlord's application is hereby 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: July 15, 2021

_____
Residential Tenancy Branch