



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, CNR, MNR, MNDC, ERP, & FF

### Introduction

This hearing dealt with cross application by the parties. The landlord filed an application seeking an Order of Possession and monetary claim related to unpaid rent. The landlord also seeks a monetary claim related to estimated loss or damage caused to the rental unit by the tenant. The tenant filed an application seeking to have a 10 day Notice to End Tenancy Due to Unpaid Rent cancelled. The tenant also seeks a monetary claim related to loss or damage suffered under the *Act* and an order that the landlord complete emergency repairs to the rental unit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

The tenant was unable to verify service of her application and notice of hearing on the landlord as required by sections 88 and 89 of the *Act*. The landlord stated that the tenant served the documents on November 18, 2010 to his son. This was outside of the 3 days in which tenant was required to serve the documents. Because the tenant did not serve the documents directly in person to the landlord, the monetary portion of the tenant's application was not served in accordance with section 89 of the *Act*.

The tenant also failed to provide detailed particulars in support of the application for Dispute Resolution. The tenant only documented the following as particulars to the dispute: "*TVS, computers, car tires, bike tires*". I find that there was no way for the landlord to respond to the tenant's application since it was devoid of any detail of what the tenant was seeking.

Due to the lack of dispute particulars and late service of the documents, I dismissed the tenant's application with leave to re-apply.

I also dismiss the landlord's application for Dispute Resolution. The landlord filed an application for Dispute Resolution against two tenants; however, the names of the

tenants in the application do not correspond to the tenant named in the 10 day Notice to End Tenancy. The landlord had no evidence, such as a tenancy agreement, to identify the tenants named in the application with the tenant named in the notice to end tenancy. As a result, I am unable to proceed with the landlord's application as the landlord has not filed against or served the tenant named in the notice to end tenancy. The landlord's application is dismissed with leave to re-apply.

Finally, I have amended both the applications to identify the landlord and the tenant. During the course of the hearing the following findings of fact were made based on the oral testimony of the landlord and the tenant:

- The tenancy began approximately 8 years ago for the monthly rent of \$1,300.00;
- There is no written tenancy agreement;
- The landlord and the tenant named in this decision are the only parties involved in the oral tenancy agreement; and
- The tenant has multiple roommates but they are not tenants and do not have tenancy agreements with the landlord.

In addition, the landlord and the tenant agreed during the hearing to meet on **December 2, 2010 at 6:30 p.m.** to discuss the following issues:

1. The tenant's concerns that there are repairs which need to immediately addressed by the landlord; and
2. The outstanding rent owed by the tenant.

### Conclusion

The landlord's and the tenant's applications for Dispute Resolution have been dismissed with leave to re-apply. The parties have agreed to meet on December 2, 2010 in an attempt to work out and resolve their disputes.

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: December 01, 2010.

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Dispute Resolution Officer