



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for authorization to recover his filing fee for this application from the landlord pursuant to section 72. Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions.

Background and Analysis

Tenants' Application and Service of Application for Dispute Resolution

The tenants submitted their application for dispute resolution through a Service BC Office on May 9, 2011. When the Residential Tenancy Branch (the RTB) received this application, the RTB noticed that the tenants had failed to complete the Application for Dispute Resolution adequately. The tenants identified what appeared to be a variation of both landlord names as one landlord on the application and failed to identify any of the required boxes on this form to identify the Nature of the Dispute, other than their request to recover their \$50.00 filing fee from the landlord. The only "Details of the Dispute" they completed on this form was an unclear statement about the service of notice "less than one month of getting carport cleaned up."

Since the RTB needed more information regarding this application, the RTB tried to contact the tenants/applicants, but the phone number they noted on their application was a fax number. The RTB then contacted the local Service BC Office where the tenants had filed their application and identified the incomplete and incorrect nature of the tenants' application. The tenants apparently changed the landlords' names on the Application for Dispute Resolution form without making any further changes and resubmitted their revised application to the RTB through Service BC.

At the hearing, the male tenant (the tenant) testified that he served the tenants' dispute resolution hearing package including the application for dispute resolution to the landlord by handing both landlords a copy of this package on May 10, 2011. The tenant said that he gave the landlords whatever Service BC handed to him. The male landlord (the landlord) confirmed that he received information from the tenant on May 11, 2011, but he said that he did not receive anything further after the original application. The tenant corrected his testimony to say that he handed these documents, including what

he thought was the revised application, sometime between May 11 and May 13, 2011. He testified that he gave only one dispute resolution hearing package to the landlord.

The landlord and the tenant were eventually able to locate the original application in which the landlord's name was misspelled and included a mixture of both landlords' names. However, neither of the parties was able to locate a copy of the revised application submitted through the Service BC Office on May 13, 2011. Neither of these applications identified anything substantive other than the tenants' application for recovery of their filing fee for the application.

The landlord testified that he "was just responding to the tenant's application" in attending this hearing and was not served with the tenant's revised application for dispute resolution.

I am not satisfied that the tenants have given evidence that they served the landlords with sufficient and accurate information in their application for dispute resolution to enable the landlords to respond adequately to the tenants' application. Although it would appear that the tenants may have intended to dispute a 1 Month Notice to End Tenancy for Cause, the only matter that they clearly identified in their application for dispute resolution involved their desire to recover their filing fee. The tenants did not accurately name the landlords in their application, the nature of their dispute, nor did they serve nor retain their revised application in which they attempted to correct the name of the respondent in their application. Under these circumstances, I find that the landlords have not been properly served with the tenants' application for dispute resolution.

Conclusion

I dismiss the tenants' application for dispute resolution with liberty to reapply. I make no findings on the merits of this matter. Liberty to reapply is not an extension of any applicable limitation period.

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*.