



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC and FF

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss and to recover the filing fee from the Landlord for the cost of filing this application.

The Tenant stated that copies of the amended Application for Dispute Resolution and Notice of Hearing were sent to the Landlord, via registered mail, at the service address noted on the amended Application, on July 29, 2011. The Tenant cited a tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

A copy of the amended Application for Dispute Resolution that was served to the Landlord was submitted in evidence. The Tenant stated that the original Application for Dispute Resolution was amended to reflect the complete address for the Landlord.

### Issue(s) to be Decided

The issues to be decided are whether the Tenant is entitled to compensation for being served with a Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49 of the *Residential Tenancy Act (Act)*, to compensation for using bottled water at the rental unit; for compensation for flooring, for compensation for placing a stop payment on a cheque; and to recover the cost of filing this Application for Dispute Resolution, pursuant to sections 51, 67, and 72(2) of the *Act*.

### Background and Evidence

The amended Application for Dispute Resolution that was submitted in evidence has the Tenant's service address and phone number blacked out. The Tenant stated that she cannot recall if she blacked out this information or if it was blacked out by an employee of the Residential Tenancy Branch.

She stated that the information was blacked out because she did not want the Landlord to have her home address. She stated that the return address on the envelope that was mailed to the Tenant on July 29, 2011 was the male Tenant's work address, and she believed that the Landlord could have served evidence to the Tenant at that address.

She stated that the male Tenant's work address was also given to the Landlord, in writing, on May 31, 2011, so he knew how to serve evidence to the Tenants.

### Analysis

Section 59(5)(c) of the *Act* permits me to refuse an application for dispute resolution if the application does not comply with subsection (2). Section 59(2) of the *Act* specifies that an application for dispute resolution must be in the applicable approved form, must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, and must be accompanied by the fee prescribed in the regulations.

I find that Application for Dispute Resolution should be refused, pursuant to section 59(5)(c) of the *Act*, because the Application for Dispute Resolution is not in the approved form, as is required by section 59(2)(a) of the *Act*. In reaching this conclusion, I was strongly influenced by the fact that the Tenant's service address was not included on the amended Application for Dispute Resolution that was served to the Landlord. I find that proceeding with the Tenant's Application for Dispute Resolution at this hearing would be prejudicial to the Landlord, as the Landlord has been denied the right to serve the Tenant with evidence in response to this claim.

In making this determination I placed no weight on the Tenant's testimony that the Landlord had been previously provided with her co-tenant's work address as a service address and that this address was also used as a return address on documents sent to the Landlord in regards to these proceedings. In the event that the Tenant wished to use the co-tenant's work address as a service address for these proceedings, this information should have been clearly indicated on the Application for Dispute Resolution.

### Conclusion

As I have refused to accept the Tenant's Application for Dispute Resolution, the Tenant retains the right to file another Application for Dispute Resolution seeking a resolution to this dispute.

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: October 31, 2011.

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Residential Tenancy Branch