



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, O

### Introduction

This hearing dealt with the tenant's 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; and
- the other category on the application for dispute resolution form.

The landlord did not attend this hearing, although I waited until 1:42 p.m. in order to enable her to connect with this hearing scheduled for 1:30 p.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The tenant provided oral and written evidence that he sent a copy of his dispute resolution hearing package to the landlord by registered mail on November 14, 2011. I am satisfied that the tenant served this package to the landlord in accordance with the *Act*.

### Issues(s) to be Decided

Is the tenant entitled to recover his filing fee for this application from the landlord? Is the tenant entitled to any other remedy as a result of his application?

### Background and Evidence

The tenant said that he commenced this tenancy on or about July 1, 2010, by way of an oral agreement with the landlord. He testified that he did not pay rent, but was responsible for hydro and gas for the rental property. He said that he vacated the rental unit by October 31, 2011.

As part of his evidence package, the tenant outlined fees in the amount of \$4,208.57 he was apparently attempting to recover from the landlord by way of his application for dispute resolution. These fees included the following:

- registration fees
- moving of the horse
- first month of stall fees
- 5 dead chickens
- ½ days wage
- feed for landlord's animals

- outstanding amount on BC Hydro

### Analysis

A fundamental principle of natural justice requires a respondent to know the case against him or her and to be given an opportunity to respond to that case. In this situation, the tenant's application for dispute resolution did not contain any requested monetary amount, nor did it identify that the tenant was seeking a monetary Order. The sole items requested in the tenant's application were for recovery of the tenant's filing fee and for unnamed other items that did not contain any details.

Although it was apparently the intent of the tenant to seek a monetary Order for the items outlined in his evidence package, I am not satisfied that the landlord was aware that the tenant was seeking a monetary Order in this application. Since the tenant has not given proper notice of his intention to seek a monetary Order in his application, I find that the landlord has not been adequately advised of the case against her, the outcome that the tenant was seeking, nor has she been given an adequate opportunity to respond to the tenant's request for a monetary Order. The only substantive issue before me to which the landlord was properly notified is the tenant's application to recover his filing fee for his application from the landlord.

Given the tenant's lack of clarity in his application and his failure to properly provide notice regarding the issues he wanted considered in his application, I dismiss the tenant's application to recover his filing fee for this application without leave to reapply. I dismiss the tenant's application for consideration of other issues arising out of this tenancy with leave to reapply as I find that the tenant provided few details regarding these other issues he wanted considered in his application. This finding has no bearing on any future application by the tenant for issues arising out of this tenancy other than the tenant's application to recover the filing fee for this application.

### Conclusion

I dismiss the tenant's application to recover his filing fee for this application without leave to reapply. I dismiss the tenant's application for other issues arising out of this tenancy 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 *Act*.

Dated: November 28, 2011

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Residential Tenancy Branch