



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, OLC, RP, RR, 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 an Order requiring the Landlord to make repairs to the rental unit, for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement, for authorization to reduce the rent, and to recover the filing fee from the Landlord for the cost of filing this application.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Tenant applied is entitled to a monetary Order, whether there is a need for an Order requiring the Landlord to make repairs to the rental unit or an Order requiring the Landlord to comply with the *Act* or the tenancy agreement, whether the Tenant's rent should be reduced, and whether the Tenant is entitled to recover the filing fee from the Landlord for the cost of filing this application.

Background and Evidence

The Tenant stated that she served the Application for Dispute Resolution and Notice of Hearing to the building manager on June 29, 2012. The Landlord acknowledged that these documents were received by the Landlord.

In the "Details of Dispute" portion of the Application for Dispute Resolution the Tenant has written "see attached sheets". The Agent for the Landlord stated that nothing was attached to the Application for Dispute Resolution or Notice of Hearing.

The Tenant stated that the "attached sheets" she was referring to was a letter written to the Agent for the Landlord, dated June 20, 2012, which she personally delivered to the Landlord's business office on June 20, 2012. The Agent for the Landlord stated that he has not received this letter. The Tenant acknowledged that she did not serve this document to the Landlord when she served the Application for Dispute Resolution nor

did she serve it to the Landlord at any time after she served the Application for Dispute Resolution.

Analysis

The Tenant was advised that her Application for Dispute Resolution was being refused, pursuant to section 59(5)(a) of the *Act*, because it did not provide sufficient particulars of her monetary claim, as is required by section 59(2)(b) of the *Act*. In reaching this conclusion, I was strongly influenced by the absence of any information on, or attached to, the Application for Dispute Resolution, which explains why the Tenant is seeking financial compensation. I find that proceeding with the Tenant's claim for compensation would be prejudicial to the Landlord, as the absence of particulars makes it difficult, if not impossible, for the Landlord to adequately prepare a response to the claims. The Tenant retains the right to file another Application for Dispute Resolution for compensation.

In making this determination I note that the Agent for the Landlord does not acknowledge receiving the letter that the Tenant contends was delivered to the Landlord's office on June 20, 2012. Even if the Agent for the Landlord had acknowledged receipt of this letter, I would not have concluded that the letter served to explain the nature of the Tenant's claim, as it was delivered prior to service of the Application for Dispute Resolution and is not, therefore, sufficiently connected to the Application for Dispute Resolution.

Conclusion

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 18, 2012.

Residential Tenancy Branch