



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP MNDC OLC O

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "*Act*"). The tenant applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, to make repairs to the unit, site or property, and other although details of "other" are not specified in the details of dispute.

The tenant and an agent for the landlord attended the hearing.

Background and Evidence

Both parties agree that a tenancy began on or about January or February 2012. Monthly rent in the amount of \$440.00 is due on the first day of each month.

The tenant's monetary claim listed in their application was \$4,180.00. The tenant's details of the dispute did not provide an itemized listing of the monetary claim. At the start of the hearing, the tenant then changed the amount to \$440.00, the equivalent of one month's rent.

Analysis

The tenant was advised that his application was being refused, pursuant to section 59(2)(b) of the *Act*, because his application for dispute resolution did not provide sufficient particulars of his claim for compensation, as is required by section 59(2)(b) of the *Act*. In reaching this conclusion, I was further influenced by the agent for the landlord's testimony that he felt the wrong party was named as a respondent to this application, and that the application should have named the former landlord, to whom the applicant stating during the hearing that he was claiming against.

I find that proceeding with the tenant's monetary claim at this hearing would be prejudicial to the current landlord, as the absence of particulars makes it difficult, if not impossible, for the current landlord to adequately prepare a response to the claims.

Conclusion

I **dismiss** the tenant's application for dispute resolution, **with leave to reapply**.

I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 19, 2012

Residential Tenancy Branch