



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MT. SEYMUOR LIONS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, PSF, FF

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; for Orders to provide services or facilities required by law; and, for a Monetary Order for damage or loss in the amount equivalent to one month's rent.

Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the outset of the hearing, the parties confirmed that the tenant has since vacated the rental unit. Accordingly, I found it unnecessary to consider the tenant's request to cancel the Notice to End Tenancy or the tenant's request that services or facilities be provided. The only other issue identified on the Application for Dispute Resolution was the tenant's request for monetary compensation equivalent to one month's rent.

In the details of dispute the tenant indicated she had paid deposits, first and last month's rent totalling \$2,300.00 but she did not provide any calculations, details as to the method of payment(s) or any other supporting evidence. The tenant explained during the hearing that she has not been provided an accounting of the payments she made when the tenancy commenced in 2004 including a cash payment she made to a clerk at the landlord's office. In preparation for this hearing the landlord had provided copies of the two cheques the tenant wrote at the start of the tenancy totalling \$1,350.00 for deposits and pro-rated rent.

As the tenant was informed during the hearing, a party filing an Application for Dispute Resolution must provide sufficient particulars with their Application for Dispute Resolution so that the issue under dispute is clearly understood and so that the other party may obtain and provide evidence in support of their position. I found the tenant's Application for Dispute Resolution lacking of sufficient particulars to proceed with her

claim for compensation equivalent to one month's rent or any indication that a cash payment was under dispute. Therefore, I dismissed this portion of the tenant's Application for Dispute Resolution with leave to reapply.

The tenant also indicated that she wanted to deal with other issues that were not identified on her Application for Dispute Resolution. The tenant had provided a late submission that was unrelated to the issues identified on the Application for Dispute Resolution. As the tenant had not identified any other issues on the Application for Dispute Resolution I did not proceed to hear the other issues she wished to raise and I did not consider the late submission further. Rather, I suggested the parties try to resolve the dispute themselves and if that was not successful the parties may file an Application for Dispute Resolution seeking resolution of the other issues.

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: March 21, 2013

Residential Tenancy Branch

