



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0771168 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing was scheduled to deal with a tenant's application for monetary compensation for damage or loss under the Act, regulations or tenancy agreement. Both parties appeared or were represented at the hearing.

Although the tenant's Application for Dispute Resolution was filed January 28, 2014, I heard the tenant's Affidavit and evidence were not served upon the Branch and the landlord until less than five days before the scheduled hearing date. The landlord had prepared a written response; however, it was based upon the limited information contained in the Application for Dispute Resolution. The landlord's written response was sent to the tenant using the service address she provided on the Application for Dispute Resolution via registered mail; however, the registered mail was returned to the landlord with the notation "moved". The tenant confirmed that she does no longer lives at the service address provided on her Application for Dispute Resolution.

The Act requires that an Application for Dispute Resolution "include full particulars of the dispute that is to be the subject of the dispute resolution proceeding". This requirement is in keeping with the principles of natural justice which require that a respondent be notified of the claims being made against them so that the respondent may respond to it. The applicant is also responsible for providing a service address so that the respondent may serve the applicant with a response.

I find that in serving the landlord with the Application for Dispute Resolution, without being accompanied by the Affidavit, the landlord was not provided full particulars as to adequately respond to the tenant's claims against the landlord. I also find the tenant failed to give a current service address to the landlord so that the landlord could serve a response to the tenant. Therefore, I decline to proceed with this Application for Dispute Resolution and I have dismissed it with leave to reapply; however, this does not extend any time limits established under the Act.

Conclusion

The Application for Dispute Resolution was dismissed 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 *Residential Tenancy Act*.

Dated: May 20, 2014

Residential Tenancy Branch

