



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, O

### Introduction

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

At the outset of the hearing the tenant stated that she had requested her daughter's assistance during the hearing but her daughter had left to go to the doctor due to a migraine. The tenant also proceeded to provide a new mailing address. When asked whether she had provided her new mailing address to the landlord prior to this hearing she stated that she had just moved to this new address approximately one week prior to this hearing.

The tenant requested the hearing be rescheduled so that her daughter could assist her with reading the documents before her.

Before considering an adjournment, I determined it necessary and appropriate to first determine whether hearing documents had been sufficiently served. The tenant stated she had not received any evidence from the landlord. I enquired with the tenant as to when she moved from the address she provided on her Application for Dispute Resolution to which she stated "quite some time ago."

The landlord was asked about his efforts to serve the tenant with his evidence package. The landlord testified that in the space provided for the tenant's service address on the Application for Dispute Resolution served upon him was blank. I ordered the landlord to fax me the documents served upon him which he did during the hearing. The documents faxed to me showed the tenant's service address and telephone number were blank yet she had provided that information on the Application for Dispute Resolution filed with the Branch.

In response, the tenant denied obscuring the address on the Application sent to the landlord but she also stated that the landlord has a post office box address that he could have used to send her evidence since she has had the same post office box for years.

The landlord stated that there was a PO Box address provided as a return address on the envelope containing the tenant's hearing package; however, he noted that the PO Box number is consistent with postal boxes in Ganges but that the postal code she provided on the envelope belongs to the postal outlet in Fulford Harbour. As a result, on October 16, 2014 the landlord went directly to the post office in Ganges and the postal clerk placed the landlord's evidence package directly in the postal box she indicated on the envelope.

The tenant confirmed that her postal box is located in the Ganges post office but the tenant was of the position that delivering evidence to her on October 16, 2014 was too late for a hearing scheduled for this date. The landlord was of the position that he met the deadline for serving evidence. The tenant then stated she closed the post office box in mid-October and then she stated she closed it on October 8, 2014.

The tenant testified that she had submitted a considerable amount of evidence in support of her claim to the Branch when she filed her Application for Dispute Resolution and to the landlord when she sent him the hearing package via registered mail. The landlord described the package served upon him which consisted of the hearing package compiled by the Branch (except for the obscured mailing address) and two pages of the tenancy agreement. I noted that the same documents were also before me and I was not satisfied that the tenant had served the Branch or the landlord with an evidence package as she claimed.

The landlord stated that he did not have an understanding as to how the tenant determined the amount of \$20,000.00 she was claiming. I noted that the tenant did not provide a detailed description, calculation or Monetary Order Worksheet to demonstrate how she determined damages or loss of \$20,000.00 as claimed.

Under section 59 of the Act provides the following requirements, in part, with respect to an Application for Dispute Resolution:

- (2) An application for dispute resolution must
  - (a) be in the applicable approved form,
  - (b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, and
  - (c) be accompanied by the fee prescribed in the regulations.

(3) ... a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it, or within a different period specified by the director.

[my emphasis added]

Upon consideration of the documentation before me and the submissions of the parties, I found the tenant failed to provide full particulars of the dispute and did not give the landlord a copy of her Application for Dispute Resolution since the application served upon the landlord had been altered. Therefore, I found the Application for Dispute Resolution did not comply with section 59 of the Act and I declined to further consider the tenant's Application.

As the tenancy ended more than two years ago, and the time limit for filing another Application for Dispute Resolution with respect to this tenancy has now passed, the Application is dismissed without leave

#### Conclusion

The tenant's Application for Dispute Resolution has been dismissed.

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: October 23, 2014

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Residential Tenancy Branch

