



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROBERT H. ASH & ASSOCIATESp
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the tenant on April 2, 2015, under the Residential Tenancy Act (the “Act”), for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to recover the filing fee from the landlord.

Both parties appeared.

Preliminary matter

Section 59 (2) of the Act states an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings as the principles of natural justice require that a person be informed and given particulars of the claim against them.

In this case, the tenant makes several points in the details of dispute on their application, such as peace and quiet; however, the tenant does not describe the issue, such as when, where, or the event that occurred. Further, the tenant is seeking monetary compensation in the amount of \$16,002.00, no monetary worksheet was provided, and there is no explanation to the amount claimed. The landlord indicated that they do not understand the tenant’s claim.

Base on the above, I find the tenant’s application for dispute resolution does not provide the full particulars of the dispute. Therefore, the tenant’s application is dismissed with leave to reapply.

File added by consent – see covering page for file number

This hearing dealt with an Application for Dispute Resolution filed by the tenant on April 30, 2015, to cancel a 1 Month Notice to End Tenancy for Cause, to suspend or set conditions on the landlord’s right to enter, for a monetary order for compensation for damages or loss under the Act and to recover the filing fee from the landlord.

Settlement agreement

The parties agreed to settle these matters, on the following conditions:

1. The parties agreed to mutually end the tenancy on May 31, 2015, at 1:00 pm;
2. The parties agreed to meet at the rental unit on May 31, 2015, at 1:00 pm to complete the move-out condition inspection;
3. The parties agreed that the landlord is entitled to an order of possession on the above agreed upon date;
4. The balance of the tenant's application is dismissed with leave to reapply, as full particulars were not provided; and
5. The hearing scheduled for June 11, 2015 is cancelled.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

The tenant's application filed on April 2, 2015, is dismissed with leave to reapply.

The tenant's application filed on April 30, 2015, for monetary compensation is dismissed with leave to reapply. The balance of their application is dismissed without leave as the tenancy is legally ending in accordance with the Act.

The landlord is entitled to an order of possession effective on the above agreed upon date.

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 13, 2015

Residential Tenancy Branch

