



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SRSN VENTURES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O

Introduction and Preliminary Matter

This hearing convened as a result of a Tenant's Application for Dispute Resolution filed January 12, 2016 wherein she indicated she sought "Other" relief on her application. In the Details of Dispute section she wrote,

"Inappropriate spying outside my window recording via cellphone held up outside my window. No contact was made to me about this incident."

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions.

Section 59 of the *Residential Tenancy Act* deals with the form and content of applications for dispute resolution and provides as follows:

59 (1) [Repealed 2006-35-83.]

(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) Except for an application referred to in subsection (6), 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.

(4) The director may waive or reduce the fee if satisfied that

(a) the applicant cannot reasonably afford to pay the fee, or

(b) the circumstances do not warrant the fee being collected.

(5) The director may refuse to accept an application for dispute resolution if

(a) in the director's opinion, the application does not disclose a dispute that may be determined under this Part,

(b) the applicant owes outstanding fees under this Act to the government, or

(c) the application does not comply with subsection (2).

(6) An individual occupying a room in a residential hotel may make an application for dispute resolution, without notice to any other party, requesting an interim order that this Act applies to that living accommodation.

During the hearing the Tenant indicated she wished to dispute a 1 Month Notice to End Tenancy for Cause; as noted, she did not indicate as much on her application for dispute resolution.

Residential Tenancy Branch Rules of Procedure Rule 2.2 provides that the claim is limited to what is stated in the application. Further, the principles of natural justice mandate that a party to a dispute know the case against them and be given an opportunity to respond to that case. In this instance, the Tenant failed to provide the Landlord with sufficient particulars to know the case against them.

In all the circumstances, I dismiss the Tenants' application with leave to reapply. I note that this does not extend any time limits imposed by the *Residential Tenancy Act*.

Conclusion

The Tenant failed to provide sufficient particulars and details in her application for dispute resolution such that the Landlord was not informed of the nature of the dispute. The Tenant's application is 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: March 01, 2016

Residential Tenancy Branch

