



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an "other" remedy.

The hearing was conducted by conference call. All named parties attended the hearing.

Preliminary Issue: Scope and particulars of Tenant's Application

The rental unit is a single room in a two bedroom basement suite in a residential house. The landlord's resides in the upper portion of the house. The tenancy began on October 1, 2011 with a monthly rent of \$500.00 payable on the 1st day of each month. The tenant paid a security deposit of \$250.00 at the start of the tenancy which the landlord continues to hold.

At the beginning of his tenancy, the tenant shared the common areas in the two bedroom basement suite with another tenant who had a separate tenancy agreement with the landlord for the second bedroom. This other tenant later vacated and the tenant was the sole tenant of the suite for a period of three years. In May 2016, the tenant's mother moved into the second bedroom after entering into a verbal tenancy agreement with the landlord. The tenant's mother paid \$500.00 per month for the second room and gave a security deposit of \$250.00 at the start of her tenancy.

The tenant's application is filed under "other" and does not include an amount in the monetary order box. The tenant submitted a monetary order worksheet in which he is claiming \$1500.00 comprised of one month's rent for both himself and his mother and the security deposit amount paid by both himself and his mother.

The landlord acknowledged receiving the tenant's application for dispute resolution but submits that the monetary order worksheet in her copy of the application is blank.

The tenant acknowledged that he made a mistake and provided the wrong package to the landlord.

Pursuant to paragraph 59(2)(b), an application of dispute resolution must include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings. The purpose of the provision is to provide the responding party with enough information to know the applicant's case so that the respondent might defend him or herself.

I find that the tenant did not sufficiently set out the details of his dispute in such a way that the landlord would have known that she needed to respond to that claim.

Further, since the landlord had separate tenancy agreements with the tenant and his mother, it would be more appropriate for the tenant's mother to make a separate application with respect to her tenancy. The tenants may make a request to have their separate applications heard jointly.

As such, I dismiss the tenant's application 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: November 18, 2016

Residential Tenancy Branch