



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for an order of possession, a monetary order for money owed or compensation for damage or loss under the Act.

Both parties appeared.

Preliminary matter

At the outset of the hearing the landlord stated that they sent their evidence by registered mail to the service address provided by the tenant. However, it was unclaimed by the tenant. The landlord provided a Canada Post Tracking number, which supports the tenant was left two cards from Canada post to pick up the package. I find the tenant was served in accordance with the Act, as refusal or neglect to pick up the package is not grounds for review.

At the outset of the hearing the landlord stated that they do not understand the tenant's claim. The landlord stated that the tenancy ended in November 2014. The landlord stated that the tenants seeks monetary compensation in the amount of \$25,000.00; however, there is no monetary break down or details of the dispute and the tenant received their belongings back in November 2014.

In this case, the tenant does not provide a detail calculation as to how they arrive at their claim for \$25,000 as their monetary order worksheet is blank, although signed. Further, the tenant writes in the details of dispute "attached". However, the documents attached do not outline the dispute, as they are all dated November 24, 2014 and November 3, 2014.

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. I find the tenant has not complied with the Act.

In normal circumstance when a party has not provided the full particulars, I would dismiss the claim with leave to reapply. However, as the tenant chose to file their application at the last possible time under the limitation period of our Act, I find it is reasonable to dismiss the claim without leave, as any future claim would be barred from being heard as statutory time limit under the Act has expired. Therefore, I dismiss the tenant's claim without leave.

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 05, 2017

Residential Tenancy Branch