



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LFC LAMPSON HOSPITALITY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application for monetary compensation for damage or loss under the Act, regulations or tenancy agreement. The tenant and his Advocate appeared at the hearing but the landlord did not. The Advocate submitted that the hearing package was sent to the landlord via registered mail and was delivered on January 25, 2017. The Advocate orally provided a registered mail tracking number as proof of service.

I noted that I had not been provided any evidence with this Application for Dispute Resolution. The Advocate stated that evidence was sent to the landlord and the Residential Tenancy Branch on June 30, 2017 as she had mistakenly recorded the hearing date. A search of the registered mail tracking number showed that the landlord received the evidence yesterday. I searched the Residential Tenancy Branch's online case management system and noted that none of the tenant's evidence had been uploaded yet. The Advocate requested an adjournment so as to permit the late evidence.

I also noted that the details of dispute provided with the Application for Dispute Resolution were very vague and merely referred to "unacceptable living conditions" for a period of 54 months. The specific circumstances of unacceptable living conditions were not described. Nor were the dates that comprised the 54 months. I was of the view that the tenant failed to provide full particulars of the nature of the dispute as required under section 59 of the Act. Although the evidence may have shed light on the particulars of this dispute, the evidence is to support the specific allegations made with the Application for Dispute Resolution.

Since the Application for Dispute Resolution lacked full particulars and the landlord was not present at the hearing, and had not otherwise provided a response to the claim, I

dismissed the Application for Dispute Resolution with leave to reapply as I was satisfied the landlord was not unfairly prejudiced by giving the tenant leave to reapply. The tenant remains at liberty to make another Application for Dispute Resolution within the statutory time limit for doing so.

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: July 05, 2017

Residential Tenancy Branch