



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AMBER PROPERTIES LTD. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC FFT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied for an order directing the landlord to comply with the Act, regulation or tenancy agreement and to recover the cost of the filing fee.

The tenant and two agents for the corporate landlord, PD and JY (agents) appeared at the teleconference hearing. The hearing process was explained to the parties and the parties were affirmed. The parties were also provided the opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matter

At the outset of the hearing, the parties were advised that the tenant's application was being refused, pursuant to section 59(5)(c) of the Act because their application for dispute resolution did not provide sufficient particulars and was missing a crucial piece of evidence, the tenancy agreement, which the tenant is alleging the landlord has breached, and that sufficient particulars is required by section 59(2)(b) of the Act.

I find that proceeding with the tenant's claim at this hearing would be prejudicial to the landlord, as the absence of particulars that set what specific terms of the tenancy agreement were breached and a copy of the tenancy agreement, make it difficult, if not impossible for the respondent to properly prepare a rebuttal to the application. While the tenant refers to a term of the tenancy agreement, the tenant neglected to upload a copy of the tenancy agreement for my consideration and therefore, the tenant is at liberty to reapply; however, is reminded to provide all required details of what remedy they are seeking under the Act at the time they apply, and all supporting documentary evidence.

Conclusion

The tenant's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act. The tenant is at liberty to reapply for their claim; however, is encouraged to provide a detailed breakdown of what remedy they are seeking and the supporting document that they are alleging the landlord has breached. Failure to do so could result in the application being refused again with leave to reapply not being granted.

This decision will be emailed to the parties at the email addresses provided by the parties during the hearing.

I do not grant the filing fee as a result of the above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 13, 2020

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Residential Tenancy Branch