



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RR, RP, OLC, MNDCT

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for money owed, to have the landlord make repairs to the property, to reduce rent and to have the landlord comply with the Act.

Both parties appeared.

### Preliminary and Procedural

At the outset of the hearing the landlord stated that they did not receive any evidence from the tenant. The landlord stated they received a Canada post package which only contained the tenant's application, which is also confusing.

The tenant testified that they put the evidence in with the Canada post package.

Although, I accept there is an issue with the evidence. However, I find the tenant's application is confusing and does not meet the requirements of section 59 of the Act.

The tenant seeks a monetary order for loss or other money owed in the amount of \$1,298.92. The description in their application for disputed resolution reads as follows: "cost of vet bill" which is in the amount of \$649.41. This is insufficient details, as it does not include any information, such as dates, times and why the landlord would be responsible to pay for the care of their pet.

The tenant further seeks a rent reduction, the description reads as follows: "to be paid for vet bill". This is insufficient details, as it does not include any information, such as dates, times and why they would be entitled to a rent reduction.

The tenant further seeks a repair be made to the property, by removing a stump. The stump had been removed prior to the application. I find tenants details are conflicting as the stated that it was not done incorrectly. There are no particulars on why or how they determined this.

The tenant further seeks an order that the landlord comply with the Act. The details described the following: "looking for reimbursement for vet expense". There are no details of any a breach.

Based on the above, I find the tenant has not complied with section 59 of the Act, as the full particulars must be included in their application for dispute resolution. This is to give the other party a fair opportunity to respond. Therefore, 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: October 05, 2020

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Residential Tenancy Branch