



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, FFT, RR, RP, MNDCT

### Introduction

This hearing was set to deal with a Tenant's Application for Dispute Resolution, as amended, for several remedies including:

- orders for the landlord to comply with the Act, regulation and/or the tenancy agreement;
- orders for repairs;
- to reduce rent payable due to repairs, services or facilities agreed upon but not provided; and,
- compensation for damages or loss under the Act, regulations or tenancy agreement.

Both the tenant and the named landlord (referred to by initials RM) appeared. The tenant was assisted by an Advocate and there was an agent for the housing society that employs RM present.

At the outset of the hearing, I explored service of the tenant's hearing materials. The tenant testified that she sent the original proceeding package, the Amendment, and evidence to RM by way of 3 or 4 registered mail packages. RM confirmed receipt of 3 registered mail packages from the tenant.

### Preliminary and Procedural matters

#### 1. Naming of landlord

RM stated he is not the tenant's landlord. Rather, the landlord is a housing society and he is a Director of Property management for the housing society. The tenant confirmed that the housing society is her landlord but explained she was uncertain how to name

the landlord on her Application for Dispute Resolution since most of the issues she seeks to address involve RM.

As provided in Residential Tenancy Policy Guideline 42: *Naming parties*:

Parties who are named as applicant(s) and respondent(s) on an Application for Dispute Resolution must be correctly named.

If any party is not correctly named, the director's delegate ("the director") may dismiss the matter with or without leave to reapply. Any orders issued through the dispute resolution process against an incorrectly named party may not be enforceable.

[My emphasis underlined]

## 2. Setting out claim

An agent for the housing society was present for the hearing and she was of the position the tenant failed to sufficiently set out her monetary claim and it was devoid of detailed calculations and full particulars.

I had also noted that the tenant's monetary claim was unclear. The tenant had requested compensation of \$3000.00 for lack of a stove on the original application; however, on the Amendment, she mentions the stove top again but also requests her monetary claim be amended to \$5000.00 for "pain, suffering, anguish, anxiety and sleepless nights" due to the conduct of RM in the details. It was uncertain as to whether the tenant was changing her \$3000.00 claim for the stove top to \$5000.00 for pain and suffering or seeking to have both claims heard. Then in the details of the amendment the tenant mentions missing work, at a cost of \$307.44, and seeking recovery of this amount but the cost was not listed in the space for indicating the amounts claimed.

The tenant clarified that she was seeking to add \$5000.00 to the \$3000.00 claim she made originally, and not replace the \$3000.00 with a \$5000.00 claim. The tenant acknowledged she did not prepare a Monetary Order worksheet or another form of a detailed calculation so that the total claim was apparent. The tenant stated this was the first time she has made an Application for Dispute Resolution.

An applicant is required to provide full particulars as to the matter under dispute, as provided under section 59 of the Act. Rule 2.5 of the Rules of Procedure also requires

that a detailed calculation must be provided for monetary claims. I was of the view the tenant's monetary claim was not sufficiently clear or supported by a Monetary Order worksheet or other detailed calculation.

### 3. Dismissal

Considering there was an agent appearing for the housing society, the Application for Dispute Resolution may have been amended to correctly name the landlord; however, given the lack of clarity in setting out the monetary claim, I informed the parties that I would not proceed with this Application for Dispute Resolution and that I was prepared to dismiss the Application for Dispute Resolution with leave to reapply. RM stated the Application for Dispute Resolution ought to be dismissed without leave as they had spent quite some time preparing a response.

It appears to me, based on the volume of submissions, that both parties spent a considerable amount of time preparing for this dispute. There may be some merit to the tenant's Application for Dispute Resolution and since I did not proceed to hear any of the merits of this Application for Dispute Resolution I am of the view that to dismiss this Application for Dispute Resolution without leave would unreasonably deny the tenant's access to dispute resolution, especially after hearing this was the tenant's first attempt at filing an Application for Dispute Resolution. Therefore, I exercise my discretion to dismiss the tenant's application with leave to reapply so that the correct parties may be named and served; and, the claim be clearly set out, so that it is fair for both parties.

### Conclusion

The tenant's application is dismissed 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: December 17, 2021

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Residential Tenancy Branch