



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      **RP, RR, OLC**

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Residential Tenancy Act* (the “Act”) to have repairs made to the unit, or property, to reduce rent for repairs, services or facilities agreed upon but not provided and to have the landlord comply with the Act.

Both parties appeared.

At the outset of the hearing the landlord stated they were not served with the tenant’s application for dispute resolution in accordance with section 89 of the Act and that the application they received is unclear.

The tenant stated that they sent it to the landlord by email. The tenant stated that English is not their first language and filled the Application for Dispute Resolution as best they could.

**Section 89 of the Act states,**

### **Special rules for certain documents**

**89** (1)An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

- (a)**by leaving a copy with the person;**
- (b)if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c)**by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to**

**the address at which the person carries on business as a landlord;**

(d)if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;

(e)as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*];

(f)by any other means of service provided for in the regulations

Section 43(2) of the Residential Tenancy Regulations state,

43(2)For the purposes of section 89 (1) (f) [*special rules for certain documents*] of the Act, the documents described in section 89 (1) of the Act may be given to a person by emailing a copy to an email address provided as an address for service by the person.

**Section 59 of the Act states,**

#### **Starting proceedings**

**59** (1)[Repealed 2006-35-83.]

(2)An application for dispute resolution must

(a)be in the applicable approved form,

**(b)include full particulars of the dispute that is to be the subject of the dispute resolution proceedings,** and

(c)be accompanied by the fee prescribed in the regulations.

**Residential Tenancy Branch Rules of Procedure (the “Rule”) 2.5 states,**

2.5 Documents that must be submitted with an Application for Dispute Resolution

To the extent possible, the applicant should submit the following documents at the same time as the application is submitted:

- **a detailed calculation of any monetary claim being made;**
- a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and
- **copies of all other documentary and digital evidence to be relied on in the proceeding,** subject to Rule 3.17

In this case, I find the tenant has not complied with section 89 of the Act, as email was not an agreed upon service method. Further, the tenant's application for substituted service was denied on June 7, 2022. This means the tenant was required to either serve the landlord in person or by registered mail.

I have reviewed the tenant Application for Dispute Resolution, I find the tenant has not complied with section 59 of the Act, as their application does not provide sufficient details. As examples, the tenant is requesting repairs to the rental unit and to have the landlord comply with the Act; however, no specific repairs were identified in their application, nor what section of the Act the landlord has alleged to have breached.

Further, I find the tenant has not complied with Rule 2.5 as they have provided no details of the monetary amount claimed. A detailed calculation was not provided. In addition, the tenant submitted evidence on May 17, 2022, with their application and again on July 18, 2022; however, the July 18, 2022, evidence was available to the tenant to submit with their application. Further, a claim cannot be made through evidence. Evidence is only to support the details within their application. It is not up to the respondent to sort through the evidence to try and determine what the issue are to be heard.

I find it would be procedurally unfair to the landlord to allow the tenant's application to be considered based on the above. Therefore, I dismiss the tenant's application with leave to reapply.

### 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: August 02, 2022

---

Residential Tenancy Branch