



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, OLC, MNDCT

### Introduction

This hearing was scheduled to deal with a tenant's application for repair orders, orders for compliance, and monetary compensation.

Both parties appeared for the hearing and were affirmed. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The parties confirmed that the tenancy has since ended and were in agreement that the tenant's requests for repair orders and orders for compliance were moot as of this date. The tenant indicated she wished to pursue the monetary claim against the landlords.

I explored service of hearing materials upon each other.

The tenant testified that she served the proceeding package and evidence by leaving it on the ground inside the front gate at the landlord's residence, on June 5, 2022. The landlord acknowledged that they found the proceeding package as described by the tenant but claim there was no evidence in the package.

As for the tenant's Monetary Order Worksheet, I noted that it had a sum of \$10,800.00 but there was no detailed calculation or breakdown as to what the sum represents. The landlord's stated they did not receive a Monetary Order Worksheet.

As for the landlord's evidence, the landlords acknowledged they did not serve it upon the tenants.

Section 59 provides that an Application for Dispute Resolution must be served upon the other party within three days of making the Application for Dispute Resolution. Section

89(1) provides for the ways a tenant's Application for Dispute Resolution and other required documents must be served upon the respondent. Leaving documents on the ground by the gate is not a permissible method of service.

Section 59 of the Act and Rules 2.5 and 3.1 of the Rules of Procedure require an applicant to provide the full particulars of the claim and that includes a detailed calculation where a monetary claim is being made. The tenant did not serve the landlords with a detailed calculation and service of the tenant's evidence was called into question.

I find the tenants failed to comply with the requirements of section 59 and 89 of the Act and I declined to hear the tenant's application further. **The tenant's monetary claim is dismissed with leave to reapply.**

The other remedies sought by the tenants are moot and dismissed, without leave.

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: September 28, 2022

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Residential Tenancy Branch