



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed on June 2, 2022, under the *Residential Tenancy Act* (the “Act”) for a monetary order for compensation for monetary loss or other money owed, to have the landlord comply with the Act.

Both parties appeared.

In this case, I am not satisfied that the tenant has complied with section 59 of the Act as the tenant’s application does not include the full particulars of the dispute that is subject to the dispute resolution proceeding.

The tenant seeks an order to have the landlord comply with the Act, Regulation, or tenancy agreement. However, the tenant just writes the details the following.

“I want the landlord to comply with the lease agreements, rules, regulation for all the tenants who are renting in the complex and if not abiding by the rules should be evicted...”

I find the details does not comply with Section 59 of the Act as it does not indicate what term of the lease the landlord has alleged to have breached, does not indicate what rules or regulation the landlord has alleged to have breached. It does not provide any dates or any other sufficient details.

The tenant seeks a monetary order for monetary compensation for loss or other money owed. The tenant writes the following details.

“the monetary loss of quiet enjoyment in the suite for the past years. Constant noise. I would like a rent reduction for the years these people have caused noise and discomfort”

I find the details does not comply with section 59 of the Act, as it does not give any details such dates, times or even who caused the noise or discomfort. Further, the tenant has not given any detailed calculation on how they arrived at the amount of \$2,500.00.

Further, the landlords indicated they were served on October 17, 2022, with the tenant's application for dispute resolution, in person. The landlord indicated they are not sure why they did not receive the Canada post package as their office would have accepted the document if delivered correctly by Canada post and there could have been some confusion as to how the package was labelled by the tenant. The landlord stated the tenant could have drop the package off at their office when it was returned to them as they are in the same building.

While I accept the tenant sent the package to the landlord by Canada post and the deemed service provision would apply without any further evidence; however, the deemed services provision under the Act are rebuttal. Clearly the tenant knew the package was not received by the landlord as it was returned to the tenant on August 9, 2022. The tenant could have contacted the landlord or dropped the package at their office to ensure it was received, as they are within the same building. Not wait months later to serve in person.

In light of the above, I dismiss the tenant's application with leave to reapply. The tenant is not entitled to recover the cost of the filing fee.

Should the tenant reapply they must ensure that their application for dispute resolution contains the full particular of their claim. Rule 2.5 required the applicant to submit with their application the following documents, a detailed calculation of any monetary claim being made and copies of other documentary and digital evidence to be relied on in the proceedings.

Dated: October 21, 2022

Residential Tenancy Branch