



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT, RR, RP, FFT**

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Residential Tenancy Act* (the “Act”) on March 28, 2022, to have the landlord make repairs to the rental unit that I have requested in writing, for compensation for monetary loss or other money owed, a rent reduction and to recover the cost of the filing fee. This application provides no details of compensation requested or rent reduction. Nor does include a copy of the written request to the landlord.

On April 11, 2022 the tenant filed an amendment to their application seeking a monetary amount of \$500.00 and a rent reduction of \$100.00 per month. No monetary Order Worksheet was provided. The details refer to a refrigerator not working for five months, no dates were provided. The tenant also submits that their child painted the rental unit at the beginning of the tenancy and other minor repairs were completed.

This matter commenced on July 21, 2022. The tenant did not attend the hearing and their application was dismissed without leave to reapply.

On July 26, 2022, the tenant filed an Application for Review Consideration on the basis they were unable to attend the hearing. On July 27, 2022, the Arbitrator suspended the original decision and sent this matter for a new hearing scheduled for December 8, 2022.

On December 8, 2022, both parties appeared. The landlord stated that they sent their evidence to the tenant by registered mail twice and each time it was returned unclaimed. The landlord stated on November 24, 2022, they finally were able to serve the tenant in person.

The landlord stated that the tenancy commenced in August of 2010 when they were not even the owner, and they cannot see show the tenants submission about their child painting the rental unit 12 years ago is relevant. The landlord submits the tenant’s claim does not make any sense. The landlord states one documented signed and dated July

7, 2022, its is pencilled in to says \$375.00; however, it shows the total as \$3,000.00 for work allegedly done 12 years earlier and they were not even the landlord and another document dated July 7, 2022, is for \$525.00, which they believe this document was falsely created and is not even sure what this is for. The landlord stated that the tenant's claim should be dismissed as it would be unfair to allow this matter to proceed or to allow a third hearing.

In this case, I find the tenant's application and amendment does not comply with section 59 of the Act, as they do not include the full particulars of the dispute. It not up to the other party to go through evidence trying to determine the claim.

The Residential Tenancy Branch Rules of Procedure 2.2 states the claim is limited to what is stated in the application, not within the evidence. As the tenant's details within their application are insufficient and no monetary worksheet was provided or any breakdown. I decline to hear the matter. As the landlord has attended two hearing relating to this matter. I find it would be unreasonable to grant the tenant leave to reapply.

In this case, I attempted to settle the matter of repairs, even though this is unclear and inconsistent with the Application as an example the tenant seeks a replacement refrigerator and they say it had not worked since November 2021; however, that is inconsistent as at this hearing the tenants stated it was working fine, they just did not like the direction the door opened. Further, the tenant must contact the landlord in writing requesting the repairs before making an application, I have no evidence to show this was done for any of the items requested.

The parties agreed on the following that are related to repairs:

The landlord will attend the rental unit on Monday December 12, 2022, between 9am and 10am to inspect the balcony door, inspect the oven, and to look at the kitchen faucet to determine if it is leaking. The tenant will be at work at this time; however, the landlord is authorized to enter the rental unit on this date for the purpose of inspecting these items. Should the landlord determine that these items need repairing that must be done within a reasonable time.

Conclusion

The original decision on July 21, 2021² is hereby varied. The tenant's application for monetary compensation and a rent reduction is dismissed without leave to reapply is confirmed.

The landlord will attend the rental unit on December 12, 2022, to inspect the items above that were noted for repairs.

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 12, 2022

Residential Tenancy Branch