



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUPERMAN PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD RP RPP

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution, seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for the return of the security deposit and/or pet damage deposit, for the return of the tenant's personal property, and to make regular repairs to the unit, site or property.

The tenant, a tenant advocate, and an agent for the landlord (the "agent") attended the teleconference hearing. After the parties were affirmed, the agent stated that the landlord was not served with an amendment from the tenant. The tenant's amendment is crucial as the tenant's original application did not include a monetary amount dated August 2, 2017 and yet the amendment dated August 25, 2017 was amended to \$15,870.00 plus \$425.00 security deposit and \$425.00 pet damage deposit. In addition, the tenant was unable to provide a registered mail tracking number to support that the amendment dated August 25, 2017 was served on the respondent landlord.

Both parties have a right to a fair hearing and the landlord would not be aware of the details of the tenant's monetary claim without having received the tenant's Amendment to an Application for Dispute Resolution. Therefore, **I dismiss** the tenant's application **with leave to reapply**. I note this decision does not extend any applicable time limits under the *Act*.

In addition, the tenant was informed that although she did complete a monetary order worksheet there were several portions of the monetary order worksheets that did not describe how the totals of each amount were obtained. Therefore, the tenant is reminded that a detailed calculation of the monetary claim as required by Rule 2.5 of the Residential Tenancy Branch Rules of Procedure.

Conclusion

The tenant's application is dismissed with leave to reapply due to a service issue. This decision does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 12, 2017

Residential Tenancy Branch