



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNR; MNDC; FF

### **Introduction**

This Hearing was convened to consider the Tenant's application to cancel a Notice to End Tenancy for unpaid rent; for compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

The Tenant testified that she mailed the Notice of Hearing documents to Landlord, by registered mail, on September 21, 2012. She stated that she no longer has the receipt because, "at the beginning of last week", the Landlord entered the rental unit without her knowledge and removed her belongings, including all of her receipts and evidence.

The Landlord acknowledged receipt of the Tenant's Notice of Hearing documents by registered mail and I note that he signed into the Hearing. Therefore I am satisfied that the Landlord was duly served with the Notice of Hearing documents.

### **Preliminary Matters**

Neither party provided a copy of the Notice to End Tenancy that the Tenant is seeking to cancel. I explained to the parties that without a copy of the Notice to End Tenancy, I cannot confirm that it is a valid notice to end the tenancy that complies with Section 52 of the Act.

The Tenant stated that she has accepted that the tenancy has ended and has moved most of her belongings from the rental unit. She stated that she is withdrawing her application to cancel the Notice to End Tenancy.

The Hearing continued with respect to the remainder of the Tenant's application.

### **Issues to be Decided**

- Is the Tenant entitled to compensation for damage or loss?

### **Background and Evidence**

The Tenant seeks a monetary award in the amount of \$600.00. In the “Details of Dispute” section of her Application for Dispute Resolution, the Tenant wrote:

“We have an agreement I pay 500.00 per month because Im late, to pay payments for rent and now he wants me out cause of it.”

(reproduced as written)

### **Analysis**

I find that the Tenant’s Application for Dispute Resolution discloses insufficient details with respect to the compensation she is seeking. The Application for Dispute Resolution form requires the applicant to provide a detailed calculation of the amount that the applicant is seeking in the “Details of Dispute” box. The Tenant provided no such calculations in her application, or any indication of what her monetary claim is for. The Tenant did not provide any other documentary evidence to the Residential Tenancy Branch or to the Landlord setting out the details of her claim for compensation.

Therefore, I dismiss the Tenant’s claim. The Tenant has not been successful in her application and I find that she is not entitled to recover the cost of the filing fee.

### **Conclusion**

The Tenant’s application to cancel the Notice to End Tenancy was withdrawn.

The remainder of the Tenant’s application is **dismissed**.

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: October 25, 2012.

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Residential Tenancy Branch