



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUSSEX REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, FF, O

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”); for the Landlord to comply with the Act; to recover the filing fee from the Landlord; and for other issues.

Two agents for the Landlord, who were also the property managers, and the Tenant appeared for the hearing and provided affirmed testimony. Both parties also submitted documentary evidence prior to the hearing; in addition the Tenant provided digital evidence prior to the hearing.

Preliminary Issues

The Tenant made her original Application on December 31, 2014. In the Application, the Tenant makes a claim for monetary compensation. However, the Tenant did not provide the amount of monetary relief being sought from the Landlord or any details of what was being claimed.

The Tenant testified she served a copy of the original Application by regular mail on January 7, 2014. The Tenant then explained that she amended her original Application to include the monetary amount and a detailed breakdown of the monetary claim. The Tenant testified that she served the amended Application to the Landlord on or about January 9, 2014 by registered mail; the Tenant was unable to find her registered mail tracking number during the hearing.

The Landlord’s agents confirmed in oral testimony and in written submissions that they had received the Tenant’s amended Application on January 20, 2014 and argued that it

had not been received within the time limits set out in the Rules of Procedure for amending an Application.

The Landlord's agents also explained that the Tenant's Application was confusing because the Tenant had not elected to cancel a notice to end tenancy for cause which had been served to her on December 17, 2014. However, the Tenant had indicated in the details section of the Application that she was disputing the notice to end tenancy.

The Landlord's agents testified that they had received a written notice from the Tenant that she would be vacating the rental suite in accordance with the notice to end tenancy; the notice to end tenancy had an effective date of January 31, 2014. The Tenant confirmed that she would be vacating the rental suite as she could not risk being faced with eviction and being left with a short time frame to find another rental suite.

The Landlords confirmed that they had served their written evidence to the Tenant within the time limits set out in the Rules of Procedure, namely on January 16, 2015. However, the Tenant testified that she had not received the written evidence provided by the Landlord until January 20, 2015 as she was away on vacation and did not have enough time to consider the Landlord's written evidence.

The Tenant also indicated that she was in the process of gathering further evidence from her insurance company which had been delayed, in order to better support her claim. As a result, the Tenant requested more time to allow her to do this by withdrawing her claim.

Rules 2.5 and 2.11 of the Rules of Procedure require that a party making an Application must, to the extent possible, provide a detailed calculation of any monetary claim at the time the Application is made. Furthermore, if an applicant intends to amend their Application, the amended Application must be served to the respondent 14 days before the scheduled date of the hearing.

Based on the foregoing, I find that the Tenant failed to disclose the details of her monetary claim to the Landlord within the time lines set out in the Rules of Procedure as I accept that the Landlord received the amended Application seven days before the date of this hearing. Therefore, I declined to hear the Tenant's monetary claim as the Landlord had not been put on sufficient notice of the claim.

In relation to the remainder of the Tenant's Application, the Tenant decided that it was better to withdraw all of the Application to reconsider her claim. In light of the above circumstances and with both parties making submissions based on not having enough

time to consider each other's evidence for this hearing, I dismiss the Tenant's Application but provide leave to re-apply.

Conclusion

The Tenant withdrew her Application. However, the Tenant is provided with leave to re-apply.

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: January 28, 2015

Residential Tenancy Branch

