



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, LRE, LAT, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order for repairs to the unit – Section 32;
3. An Order suspending or setting conditions on the Landlord’s entry to the unit – Section 70;
4. An Order to change the locks to the unit – Section 70; and
5. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the hearing. The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

The Tenant stated that the tenancy has ended and an amendment had been made to the application in relation to the end of the tenancy. The Tenant referred to an evidence package that was provided to the RTB on April 15, 2015. It is noted that new claims are set out in the body of a document that also sets out additional evidentiary submissions and the request that the Landlord not be given the Tenant’s forwarding address. No copy of an amended application was provided. The Tenant states that the Landlord was not served with this evidence package containing the request for an amendment. The Tenant states that the compensation claim contained in the original application is related to the new claim being made.

Rule 2.11 of the rules of Procedure provides that an amended application must be clearly identified and provided separately from all other documents. The amended application and supporting evidence must be served on the other party. As the Tenant has not provided an amended application and as the substance of the amendment is contained within an evidentiary package, I find that the Tenant has not amended the application as required under the Rules. Further, the Tenant has not provided the Landlord with a copy of the package containing the new claims. For these reasons, I decline to accept an amendment of the application. The Tenant is at liberty to make a new application in relation to the new claims.

As the tenancy has ended the claims for repairs, restricted access and change of locks as contained in the original application are no longer relevant as these claims relate to an ongoing tenancy. I therefore dismiss these claims. As the compensation claimed in the original package is related to the new claims, I dismiss this claim with leave to reapply. As no claims from the application are left to arbitrate, the Tenant is not entitled to recovery of the filing fee and I dismiss this claim.

Conclusion

The Tenant's claim for compensation is dismissed with leave to reapply. The remaining claims are dismissed. The Tenant is at liberty to make a new application in relation to the new claims. 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: May 13, 2015

Residential Tenancy Branch

