



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LAKES DISTRICT MAINTENANCE LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for loss or damage pursuant to section 67 and authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing.

### Preliminary Issues

At the outset of this hearing, preliminary issues were canvassed with the parties including the issue of any limitation period for filing this application. A decision on whether the tenant's claim falls within the timeline allowable under the *Act* was not ultimately considered as the application was dismissed, during the course of the hearing, on the basis of the applicant's failure to particularize his monetary claim.

### Background and Evidence

The applicant sought a monetary order in the amount of \$6218.45. While the applicant submitted documentary evidence with respect to his application, it consisted mainly of a residential tenancy agreement dated 2006 and some email correspondence with the respondent. The applicant did not provide any proof, as required by section 67 of the *Act* such as receipts, estimates/quotes or other documentary evidence to support his claim of loss or damage in the amount of \$6218.45. The applicant attempted to rely partially on the landlord's documents that identified one invoice to the applicant in the amount of \$1436.81 dated October 12, 2011.

The respondent provided over 70 pages of photographic and documentary evidence as well as both oral and written submissions to counter the claim made by applicant. Those materials included but were not limited to; a copy of a commercial lease with the applicant and his company; previous dispute resolution hearing decisions under the *Manufactured Home Parks Act*; correspondence identifying a commercial agreement between the parties; and photographs of the property. The respondent argued that this dispute would not fall under the jurisdiction of the Residential Tenancies Branch.

### Analysis

The application by the “tenant” sought a monetary order of \$6218.45 and recovery of his filing fee for this application.

The applicant submitted a monetary work sheet outlining his claim as follows;

<i>Trailer Lot/Site Clean-up</i>	<i>Bill from “landlord”</i>	<i>\$3218.45</i>
<i>Trailer Damage Interior Repair</i>	<i>2-3 days work</i>	<i>\$1500.00</i>
<i>Trailer Use (loss of use)</i>	<i>15 days x \$100.00</i>	<i>\$1500.00</i>
<b>Total amount sought by “tenant”</b>		<b>\$6218.45</b>

In relation to the \$3218.45 monetary order sought, there is no detailed calculation of how the applicant arrived at the figures provided in the monetary worksheet. In his evidence, there are no receipts or other documentary evidence to support this particular amount.

I also note that the applicant was unable to provide any testimony or submissions that proved the amount of work, time or any cost in relation to trailer damage. In fact, his materials with respect to the occurrence of trailer damage were very scant. Finally, the applicant provided no evidence or testimony to explain or support the claim for loss of use of his trailer.

At the hearing, I asked the applicant what relief he sought. I asked the applicant to explain and to provide a further breakdown of the amounts provided on the monetary worksheet. The applicant was unable, at this time, to justify these particular amounts. He provided no timeline for work done or any details of costs incurred.

Pursuant to paragraph 59(2)(b) of the *Residential Tenancy Act*, an application of dispute resolution must include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings. The purpose of the provision is to provide the responding party with enough information to know the applicant's case so that the respondent might defend him or herself.

It appears from the application submitted and the oral submissions of the applicant, that he is seeking reimbursement for one or more amount paid to the landlord in 2011 as well as compensation for work or repairs done by himself or other parties; however, I am not clear how the applicant determined these amounts and how these amounts breakdown. I provided several opportunities for the applicant to elaborate on his application and monetary worksheet. The monetary worksheet is provided in cases where monetary relief is sought to ensure that the nature of the monetary amounts are clearly understood, with no resulting errors. However, I remain unclear as to the breakdown of the applicant's monetary claim.

I find that the applicant did not sufficiently set out the details of his dispute in such a way that the respondent would have known what he was seeking in the claim. Further, I find that I am unable to fully understand the applicant's claim. Therefore, I am unable to consider and evaluate the claim at this time.

I dismiss the tenant's application with leave to reapply. I note that any further application must meet the timelines required under the *Act* and in all other forms fall within the provisions of the *Residential Tenancy Act*.

### Conclusion

I dismiss the tenant's application in its entirety with leave to reapply.

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 08, 2015

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Residential Tenancy Branch

