



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MPA Sanford Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, OLC, ERP, PSF, RPP, LRE, LAT, RR, SS, O

Introduction

This decision deals with the tenant's Application for Dispute Resolution seeking several orders against the landlord including a monetary order.

The hearing was originally convened on August 24, 2016 via teleconference and was attended by the tenant and two agents for the landlord.

At that hearing I determined that the tenant's Application did not clearly outline what she was seeking or provide sufficient detail regarding her financial claim to proceed. As a result, I adjourned the hearing and issued an Interim Decision dated August 24, 2016. The hearing was scheduled to be reconvened on October 21, 2016 at 9:00 a.m. This decision must be read in conjunction with that Interim Decision.

Specifically I made the following orders:

- **I order** this hearing will be reconvened on the date and time outlined in the attached Notice of Hearing documents;
- **I order** that the tenant must serve, as soon as possible but no later than September 7, 2016, to the Residential Tenancy Branch and the landlord the following documents completed as described:
 - A copy of a **new** Application for Dispute Resolution (included with the tenant's copy of this Interim Decision) with check marks only on the resolutions the tenant seeks **with no other writing on the form by the tenant**;
 - A typewritten document explaining each of the issues identified on the **new** Application for Dispute Resolution form and what resolution she seeks. This document must not exceed 4 pages in length and the tenant must use a font no smaller than 12;

- A copy of a completed Monetary Order Worksheet (included with the tenant's copy of this Interim Decision) fully explaining the breakdown of her \$25,000.00 monetary claim; and
- A typewritten reference guide listing what evidence she has submitted and how it relates to each of the issues identified in her Application.
- **I order** that the tenant may not serve the Residential Tenancy Branch or the landlord with any new or additional evidence other than the requested items noted above;
- **I order** that landlord may serve additional evidence to tenant and to the Residential Tenancy Branch in response to the tenant's clarifications noted above, as soon as possible, but no later than September 14, 2016; and
- **I order** the landlord may not submit an Application for Dispute Resolution to be crossed with this tenant's Application during the adjournment.

I also wrote in the Interim Decision:

"However, I caution the tenant that if she fails to follow through with my orders below or I find that that the requested material submitted does not clearly outline a specific claim or clarify what the tenant is seeking I may dismiss her Application in its entirety with leave to reapply, and I will cancel the new hearing date. If I were to do that I would write a final decision and provide it to both parties advising of the dismissal."

On September 12, 2016 and September 13, 2016 the tenant submitted 49 pages and 15 pages respectively.

The tenant did submit a new Application for Dispute Resolution, however she did not follow my order completely and did write a number of additional comments on the Application form itself. The tenant also submitted a 4 page typewritten document; however, this 4 page document does not refer to the items the tenant checked off on her Application.

For example, the tenant checked that she wanted to dispute a 1 Month Notice to End Tenancy for Cause but she does not state anything about a 1 Month Notice in the 4 page document. Further, in any additional evidence she submitted or in her original Application there is no mention or copy of a 1 Month Notice to End Tenancy.

Another example, the tenant checked off that she seeks a monetary order for the cost of emergency repairs. However, again there is no mention in her original evidence or the

additional evidence that explains why she is seeking such compensation or what emergency repairs she has paid for.

Additionally, on the Application where she has checked that she wants the monetary order for the cost of emergency repairs she wrote: "Because of recent assault + because of lack of support when in danger; as of safety as of Victim Services (CVAP) recommended" [reproduced as written]. From that statement and the lack of any explanation anywhere in her package I find the tenant has not provided any indication as to why she is seeking this compensation.

I also note the Monetary Order Worksheet I requested the tenant submit indicates that the tenant is seeking either \$10,000.00 or \$5,000.00 – it is not clear. Further her Application states that she is seeking \$25,000.00 in compensation. The Worksheet also provides essentially no information that explains the breakdown of her claim. She simply states, for the most part, "compensation to be determined" and lists things like "Victim Application form (CVP); Legal services; VPD Services and offices; BC Housing health services.

The tenant does specifically outlining the following items: return of her security and pet damage deposits totaling \$575.00; CVAP Victim Claim of \$2,000.00; storage monthly fees of \$1,041.02. The amount of somewhat explained claim totals \$3,616.02 which is nowhere near the \$25,000.00 amount claimed on her Application.

Finally, despite being ordered to provide a reference guide to the evidence in regard to each of her claims the tenant provided an explanation of some evidence and a listing of some evidence but she did not provide a specific explanation for each of the items claimed what evidence she intended to rely upon.

Section 59(2) of the *Residential Tenancy Act (Act)* requires that an Application for Dispute Resolution must, among other things, include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. Section 62(4) states the director may dismiss all or part of an application for dispute resolution if the application does not disclose a dispute that may be determined under Part 5 of the *Act*.

As a result of the tenant's additional submissions, I find the tenant has failed to provide an Application for Dispute Resolution that includes sufficient information to determine if the application complies with the requirements or jurisdiction outlined in Part 5 of the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation and the cost of emergency repairs; for all or part of the security deposit; an order to have the landlord make emergency repairs; to provide services and facilities required by law; return the tenant's personal property; suspend or set conditions on the landlord's right to enter the rental unit; authorize the tenant to change locks; and to serve documents in a manner not normally allowed, pursuant to Sections 28, 29, 32, 38, 67, 70, and 72 of the Residential Tenancy Act (Act).

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution in its entirety with leave to reapply. Further, I order that the hearing that had been scheduled to be reconvened on October 21, 2016 is cancelled.

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: September 27, 2016

Residential Tenancy Branch