



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESGROUP OF WEST POINT GREY JERICHO DEVELOPMENTS
PROPERTIES LP BEHALF
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC RPP

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67 and an order requiring the landlord to return the tenant's personal property pursuant to section 65.

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.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for losses as a result of the landlord's actions?
Is the tenant entitled to the return of his personal property or compensation for same?

Background and Evidence

The tenant testified that he has moved out of the rental unit however he testified that his wife and children continue to reside in the rental unit. He testified that he now lives in another residence nearby. The tenant sought to recover personal property that remained at the address. The tenant was unable to provide a list of the items that he required in advance of this hearing or at this hearing. He testified that his wife will know what items he needs but that he is currently unable to speak with her.

The tenant sought an amount of \$1238.00 indicating that it represented approximately 2 months' rent. Two representatives for the landlord attended this hearing. They both testified that they did not understand the nature of the tenant's monetary claim against the landlord. Further, they indicated that they did not know how to provide property to the former tenant in these circumstances.

Analysis

At the hearing I provided a full opportunity to the tenant to explain the relief he was seeking. I asked the tenant to provide details of the amount of compensation he sought. The tenant merely continued to describe the circumstances that led to his current housing issues. The tenant could not identify what the amount he was seeking represented. As for the non-monetary remedies, the tenant sought return of items within his residence. However, he was unable to provide specifics as to what those items might be. Further, the tenant's wife continues to reside in the home and it would be inappropriate for the landlord to determine the division of belongings.

Pursuant to paragraph 59(2)(b), 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 tenant's application and submissions that he is seeking \$1238.00 in relation to what he describes as an "illegal eviction". Based on the details the tenant has provided, I find that the landlord was not responsible for the tenant's removal from the home. I was still not clear on either part of the tenant's application after asking the tenant to explain at the hearing.

I find that the tenant did not sufficiently set out the details of his dispute in such a way that the landlords would have known what the tenant was seeking in the claim. Therefore, I dismiss the tenant's application with leave to reapply.

Conclusion

I dismiss the tenant's application 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: September 12, 2016

Residential Tenancy Branch