



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, RPP, LAT, FF

Introduction

On December 30, 2016, the Tenant submitted an Application for Dispute Resolution to cancel a 2 Month Notice To End Tenancy and requesting a monetary order for money owed or compensation for damage or loss under the Act, the Regulations, or a tenancy agreement; for the return of the Tenants personal property; to allow the Tenant to change the locks to the rental unit; to reduce rent for repairs services or facilities agreed upon but not provided and to recover the filing fee for the Application. On January 18, 2017 and January 20, 2017, the Tenant submitted an amendment to her Application however the details section of the amendment forms are blank.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The Landlord was assisted by legal counsel. Both parties provided affirmed testimony and were asked if they had any questions.

Preliminary and Procedural Matters

The Tenant's Application on January 5, 2017, indicates that she is seeking a monetary order in the amount of \$5,000.00. The Tenant testified that she is seeking \$66,053.00. The Tenant provided documents where she listed her personal belongings where the amounts appear to total over \$90,000.00. I find that the Tenants claim is not clear or well organized.

The Tenant submitted amendments to her Application on January 18, 2017; and January 20, 2017, however the Amendments are incomplete as they do not identify what the Tenant is amending.

The Tenant testified that she would like the Landlord to return her furniture and belongings.

The Landlord testified that he cannot return the Tenant's belongings. The Tenant's belongings were disposed of. The Landlord's documentary evidence does not include a written inventory of the Tenant's items that were disposed of.

The Residential Tenancy Policy Guideline 27 on Jurisdiction states:

the monetary limit of the RTB's jurisdiction is limited to the same amount as the provincial court, the sum of \$25,000 as of the date of the guideline. A claim for money that exceeds that amount must be heard in Supreme Court. An applicant, however, may abandon part of a claim to come within the jurisdictional limits of the RTB. In addition, the RTB does have the power to hear a claim for the return of goods the value of which exceeds \$25,000.

The Landlord testified that he does not have the Tenant's property; therefore I am unable to order the Landlord to return the property. The Tenant's monetary claim exceeds the amount permitted, and the monetary amount in the Application was not amended correctly.

The Tenant's Application is dismissed with leave to reapply. If the Tenant files an application with the Residential Tenancy Branch, her claim cannot exceed \$25,000.00.

The Tenant was informed that if she reapplies to the RTB, she is required to provide clear and well organized documentary evidence. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

Conclusion

The Tenant's Application is dismissed 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: January 27, 2017

Residential Tenancy Branch

