



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, RP, PSF, MNDC, FF

Introduction

This hearing was scheduled to deal with a tenant's application for several remedies, including: orders for compliance; repair orders; for the landlord to provide services or facilities required by law; and monetary compensation in the amount of \$1,750.00. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the outset of the hearing I confirmed service of hearing documents upon each other. I determined that the tenant had served the landlord with her Application for Dispute Resolution within three days of filing and the landlord received the hearing package on March 29, 2017. The landlord responded to the tenant's Application for Dispute Resolution by way of registered mail sent on April 12, 2017 that the tenant on April 18, 2017. The tenant then sent a late submission including a Monetary Order Worksheet for amounts totalling \$2,586.25 and evidence in support of her claims on April 18, 2017 which the landlord received on April 24, 2017.

I informed the parties that the tenant's Monetary Order Worksheet and evidence were late since an applicant is required to serve an amendment and evidence so that the respondent receives it no less than 14 clear days before the hearing, as provided under Rules 3.14 and 4.6 of the Rules of Procedure. The tenant stated that she was unaware of this requirement even though the parties had been involved in a previous dispute resolution proceeding and the Residential Tenancy Branch provides information for parties as part of the hearing package. The landlord stated that she was prejudiced by the tenant's late submission since the landlord's response was prepared prior to receiving the tenant's Monetary Order Worksheet and evidence.

The tenant requested an adjournment so that this matter may continue and her late submission be accepted. The landlord was not agreeable to rescheduling to a later date and wanted to have resolution on this date. The landlord also stated that the

landlord has suffered considerable losses with respect to this tenancy and the landlord is undecided if the landlord will pursue the tenant. The landlord also indicated that the landlord has no further evidence to submit with respect to its position concerning this matter. I declined to grant the tenant's request for adjournment as provided under Rule 7.9 of the Rules of Procedure since I was of the view the request for adjournment arose out of the tenant's neglect to familiarize herself with the deadlines for filing an amendment and evidence.

In recognition that the landlord preferred to resolve the dispute on the scheduled hearing date and the landlord acknowledged that the landlord had no further evidence to submit, I proceeded to consider whether the tenant's claims were sufficiently set out and clear.

In the tenant's details of dispute the tenant indicated that her monetary claim was comprised of \$750.00 for "loss of quiet enjoyment and aggravated damages" and \$1,000.00 as compensation for her friends for providing her accommodation.

Loss of quiet enjoyment and aggravated damages are two distinct losses and the tenant grouped a single amount of compensation for these two types of losses. Further the tenant did not provide additional information to explain how she calculated this sum. Also of consideration is that in the tenant's late-filed package, it appears that \$750.00 corresponds to an "email to landlord for rat concerns" and during the hearing the tenant stated that the email demonstrates that the landlord violated the term of their settlement agreement that required the landlord to attend the property for pest control services.

Considering the lack of a detailed calculation, grouping of a single amount for two or more distinct types of losses and inconsistent position with respect to the basis for the claim, I found the tenant failed to clearly lay out the basis for her claim. Accordingly, I declined to consider her monetary claim further.

As for the other remedies sought by the tenant, the parties confirmed that the tenant vacated the rental unit April 30, 2017 and I determined the other remedies sought are now moot.

Considering the landlord was open to resolution with the tenant, and indicated the landlord had also suffered losses with respect to this tenancy, I suggested to the parties that they attempt to reach a mutual agreement in resolution of their respective positions but that if they are unable to reach a mutually agreeable resolution the tenant would be at liberty to reapply. The landlord also has the right to file an Application for Dispute Resolution to seek resolution of any claims the landlord may have against the tenant.

Should the tenant decide to reapply, I also suggest she familiarize herself with the requirements for making a claim against another party including: section 59 of the Act and the Rules of Procedure.

Conclusion

The tenant's monetary claim against the landlord is dismissed with leave to reapply. The remainder of the remedies sought by the tenant with this application are moot since the tenancy has ended.

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 05, 2017

Residential Tenancy Branch