



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353178 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RP, RR, MNDC, MNR

Introduction

This hearing was scheduled to deal the tenant's application for orders for repairs, including emergency repairs; authorization to reduce rent payable; and, compensation for damages or loss under the Act, regulations or tenancy agreement and the cost of emergency repairs made by the tenant. The tenant and agents for the landlord appeared at the hearing. The tenant also had a witness present at the start of the hearing. The tenant stated his witness would be providing evidence with respect to events that took place at the start of the tenancy and during the tenancy. The witness was excluded at that point until such time it was appropriate to call the witness; however, the witness was not called during the remainder of the hearing as explained below.

Preliminary and Procedural Matters

At the outset of the hearing I proceeded to confirm the correct naming of parties. The tenant had named two landlords on his Application for Dispute Resolution. The agents appearing at the hearing stated they represented the numbered corporation named as landlord. As for the other named landlord, the agents stated that the tenant had named their maintenance contractor. The tenant stated that the other named landlord is identified on a common notice area in the building. I turned to the tenancy agreement and noted that the only landlord is identified as being the numbered corporation. Accordingly, I amended the tenant's Application for Dispute Resolution to exclude the other named landlord as I was not satisfied that entity is a landlord for this subject tenancy.

I determined that the tenant has already vacated the rental unit, in mid-March 2018, although there was a discrepancy as to the exact date the tenant vacated. Since the tenant has vacated the rental unit the tenant's requests for repair orders and

authorization to reduce rent payable are moot. Accordingly, the issue(s) to resolve pertain to the tenant's monetary claims against the landlord.

I proceeded to confirm service of hearing documents and evidence. The tenant testified that he sent his hearing package to the landlord via Xpresspost within three days of filing. The landlord's agent confirmed receipt of a package from the tenant but stated that it was only three pages and barely legible. The landlord's agent stated the landlord had to contact the Residential Tenancy Branch in order to determine how to connect to the hearing and submit evidence for this proceeding.

I noted that the tenant had also submitted evidence to the Residential Tenancy Branch after he had filed. The tenant testified that he sent copies of the evidence to the landlord via email using two different email addresses. The tenant orally provided the two email addresses he used. The landlord stated that one of the email addresses used by the tenant is for rent payments only and there is a spam blocker that does not permit any other types of emails. The landlord stated that the other email address the tenant had used has been set up with a block to prevent further emails from the tenant after an earlier dispute with the tenant. I informed the tenant that sending evidence to the other party must be in one of the ways permitted under section 88 of the Act and that email is not a permissible method. In response the tenant was agreeable to excluding his evidence and stated that he would rely upon the evidence submitted by the landlord.

I noted that the tenant had made a monetary claim of \$25,940.00 for damages or loss but that I was not provided a detailed calculation or a Monetary Order worksheet. I asked the tenant whether he had prepared such a document and he confirmed that he had not. The landlord's agent stated the landlord was unaware as to how the tenant arrived at \$25,940.00 and what it represents.

Section 59 of the Act requires an applicant to provide full particulars of the nature of the dispute. The Rules of Procedure also provide specific requirements as to what must accompany a claim and be served upon the other party.

Rules 2.5 and 3.1 of the Rules of Procedure provide, in part:

2.5 Documents that must be submitted with an Application for Dispute Resolution

To the extent possible, the applicant should submit the following documents at the same time as the application is submitted:

- a detailed calculation of any monetary claim being made;
- a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and
- copies of all other documentary and digital evidence to be relied on in the proceeding, subject to Rule 3.17 [*Consideration of new and relevant evidence*].

When submitting applications using the Online Application for Dispute Resolution, the applicant must upload the required documents with the application or submit them to the Residential Tenancy Branch directly or through a Service BC Office within three days of submitting the Online Application for Dispute Resolution.

3.1 Documents that must be served with the Notice of Dispute Resolution Proceeding Package

The applicant must, within three days of the Notice of Dispute Resolution Proceeding Package being made available by the Residential Tenancy Branch, serve each respondent with copies of all of the following:

- a) the Notice of Dispute Resolution Proceeding provided to the applicant by the Residential Tenancy Branch, which includes the Application for Dispute Resolution;
- b) the Respondent Instructions for Dispute Resolution;
- c) the dispute resolution process fact sheet (RTB-114) or direct request process fact sheet (RTB-130) provided by the Residential Tenancy Branch; and
- d) any other evidence submitted to the Residential Tenancy Branch directly or through a Service BC Office with the Application for Dispute Resolution, in accordance with Rule 2.5 [*Documents that must be submitted with an Application for Dispute Resolution*].

[My emphasis underlined]

The requirement to provide full particulars, including detailed calculations where there is a monetary claim, is in keeping with the principles of natural justice and to ensure a fair proceeding. Since the tenant, as the applicant, has a burden to provide a detailed monetary calculation and the landlord is entitled to understand the nature of the claims against it, in the absence of such documentation I informed the parties that I would not proceed to hear the tenant's monetary claims but that I would dismiss them with leave to reapply. The tenant indicated that he would proceed to court. I informed the tenant

that the Residential Tenancy Branch has exclusive jurisdiction over monetary claims less than \$35,000.00 and that The Supreme Court of British Columbia would be where claims in excess of \$35,000.00 would be filed.

The tenant indicated a willingness to resolve the matter by way of a settlement and when I explored this option with the landlord the tenant rescinded his offer to discuss settlement.

As the hearing was nearing an end, the tenant unexpectedly hung up his end of the telephone connection. The landlord requested the tenant's application be dismissed without liberty to reapply.

In keeping with the decision I made orally before the tenant hung up, I dismiss the tenant's monetary claims against the landlord 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: May 01, 2018

Residential Tenancy Branch