



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD ERP RPP

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on May 13, 2019. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

Both sides were present at the hearing. All parties provided testimony and were given a full opportunity to be heard, to present evidence and to make submissions. The Landlord stated she got the Tenant's Notice of Hearing package. Both parties confirmed receipt of each other's documentary evidence packages.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

One of the grounds the Tenant has applied for is to recover his personal belongings. However, I note the parties have already had a hearing regarding this matter, and a decision has already been made. The Tenant also stated he has received his belongings back.

During the hearing, I explained to the parties that I cannot re-hear, change or vary a matter already heard and decided upon as I am bound by the earlier decision, under the legal principle of *res judicata*. *Res judicata* is a rule in law that a final decision, determined by an Officer with proper jurisdiction and made on the merits of the claim, is conclusive as to the rights of the parties and constitutes an absolute bar to a subsequent Application involving the same claim. In light of the above, I have not re-

heard the matters relating to the return of the Tenant's personal property and this part of the Tenant's application is dismissed, in full, without leave to reapply.

Next, I note the Tenant arrived at the hearing several minutes late, and proceeded to present his monetary claim in a very confusing and disorganized manner. The Tenant applied for several different types of monetary compensation (reimbursement for emergency repairs, general claims for several items, return of the security deposit, and compensation for damaged personal belongings).

At several points throughout the hearing, the Landlord spoke to how poorly laid out and confusing the Tenant's application was. Further, during the hearing the was focusing on items that were not included in his application, or on his monetary worksheet. After reviewing the file, I note the Tenant tried to add items to his claim, without filing an amendment. As part of his second evidence package to the Landlord, the Tenant presented the Landlord with a new worksheet for a substantially increased monetary amount. However, on his application form he only listed his claim as \$84.14. At the hearing, when the Tenant was asked to explain how he arrived at \$84.14, he began speaking to many other items, which totalled \$1,589.25, including some of his damaged property (which was not included on his application.)

After some discussion and confusion at the hearing, I determined that the Tenant had filled out a new monetary worksheet, with different items and different amounts, and given this to the Landlord shortly before the hearing. The Tenant did not upload this for me to view or consider, which compounded his poor presentation of his claim and the confusion regarding his monetary claim.

During the hearing, it became apparent that a substantial portion of the Tenant's application was not sufficiently laid out, and several items were substantially altered by the Tenant between the time he applied, served the Landlord with the Notice of Hearing, and the time he attended the hearing. I also note the Tenant did not file an amendment to reflect the additional items and amounts he sought at the hearing.

I find the manner in which the Tenant laid out his application was confusing and lacked sufficient clarity. The Tenant was also unable to provide any further clarity when he attended the hearing. I find this confusion was echoed by the Landlords' testimony.

Furthermore, I note the following portion of the Act:

- Section 59
- (2) An application for dispute resolution must
- (a) be in the applicable approved form,
 - (b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, and
 - (c) be accompanied by the fee prescribed in the regulations.
- [...]
- (5) The director may refuse to accept an application for dispute resolution if:
- [...]
- (c) the application does not comply with subsection (2).

As laid out above, I find the Tenant's application did not sufficiently disclose the full particulars of his dispute, as he attended the hearing to discuss items that were not sufficiently laid out on his application. Given the totality of the situation, I dismiss the Tenant's application, with leave. I expressed clearly to the Tenant that he must clearly lay out what he is seeking on his application, prepare one monetary worksheet (and not change the items and amounts right before the hearing), and be prepared to speak to each of the items he is seeking in an understandable manner.

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 14, 2019

Residential Tenancy Branch