



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

This hearing was scheduled to deal with a tenant's application for monetary compensation in sum of \$15,300.00 for damages or loss under the Act, regulations or tenancy agreement. The tenant appeared at the hearing but there was no appearance on part of the landlord.

Since the landlord did not appear, I explored service of hearing documents upon the landlord. The tenant submitted that she sent the proceeding package and evidence on a USB stick to the landlord via registered mail on April 11, 2019. The tenant provided the registered mail receipt, including tracking number, as proof of service. The registered mail went unclaimed by the landlord and the package was returned to the tenant.

As for the address used to serve the landlord, the tenant stated that the address is where the landlord resides, which was the unit above the rental unit, and was the same address the landlord used in a previous dispute resolution proceeding (file number referenced on the cover page of this decision).

Section 90 of the Act deems a person to receive mail five days after mailing, even if the person refuses to accept or pick up their mail. In this case, I accept that the tenant used an address of residence for the landlord in sending her proceeding package to the landlord and I deemed the landlord served five days after mailing, or April 16, 2019, pursuant to section 90 of the Act. Having found the landlord to be deemed served I continued to hear from the tenant.

I noted the tenant did not provide a Monetary Order worksheet and the only detailed breakdown of her claim was provided in the details of dispute. The details of dispute was one paragraph that stated:

Thirteen Months (900x13=11700.00) for pecuniary (service reduction) and non-pecuniary (discomfort, suffering, grief, loss, humiliation, mental distress) aggravated damages; multiple deliberate RTA contraventions; abuse of authority, slander, & falsifying information/evidence \$3500 as per Heckert v. 5470 Investments Ltd., 2008, BCSC 1298 - cannot install cameras without notifying, for harassment and personality conflict \$100.00 filing fee for file [*file number omitted for privacy reasons*].

Under section 59(2) of the Act, an applicant must provide full particulars of the dispute that is to be the subject of the dispute resolution proceedings. Rule 2.5 of the Rules of Procedure also provide that an application must be accompanied by a detailed calculation of any monetary claim being made.

I confirmed with the tenant that the \$900 she used in the calculation in the details of dispute represented the monthly rent for the rental unit. Since the tenant was seeking compensation equivalent to the entire monthly rent and indicated multiple issues in the details of dispute I asked the tenant whether she had provided a more comprehensive written submission that would provide a specific claim for the different types of breaches. The tenant indicated that she thought she may have done so but was unable to locate it while I was speaking with her. I asked her to describe the title she may have given such a document and the tenant provided me with a probable name but I could not locate any such document in the numerous documents uploaded to the Residential Tenancy Branch service portal.

I find the tenant's request for compensation equivalent to or greater than her monthly rent for multiple issues represents a claim not sufficiently set out. As I pointed out the tenant, where a party claims multiple breaches by the other party, it is entirely possible the applicant may succeed in proving some breaches but not others and without a more detailed breakdown of the monetary claim I would be unable to determine the compensation applicable for a particular breach.

In light of the above, I declined to accept the tenant's application and proceed any further, as provided under section 59(5)(c) of the Act. Section 59(5)© provides that the Director may refuse to accept an application for dispute resolution if the application does not comply with subsection 59(2).

Since the landlord did not appear for the hearing or provide any response to this claim, I find the landlord is not unduly prejudiced by dismissing this application with leave to reapply. Therefore, I grant the tenant leave to reapply.

Conclusion

The tenant did not sufficiently set out her monetary claim and I refuse to accept it under section 59(5)(c) of the Act. The tenant is granted 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: July 12, 2019

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Residential Tenancy Branch