



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Aim Trucking Ltd/Aim Ventures
Ltd and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPT, MNDCT, FFT

Introduction

This hearing was scheduled to deal with a tenant's application for an Order of Possession. Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing documents upon each other. Initially, the tenant testified that he sent four registered mail packages to the landlord on the following dates: October 18, 23, 24 and 28, 2019. The landlord confirmed receiving the first three packages via registered mail and that the fourth was picked up by his secretary and the secretary emailed him a copy of that package. The tenant then stated he mailed two packages on October 28, 2019.

The landlord testified that he sent two registered mail packages to the tenant, on October 21 and 22, 2019. The tenant testified he only received one package although he was uncertain which one and he did not have the registered mail envelope to identify which package he received. A search of the registered mail tracking numbers showed that both of the landlord's packages were delivered.

I was reasonably satisfied the parties were in receipt of the other's documents and I proceeded to consider another preliminary issue: the remedy sought by the tenant in this Application for Dispute Resolution.

I noted that in filing this Application for Dispute Resolution the tenant requested an Order of Possession; however, in the details of dispute section that follows it appeared as though the tenant was seeking monetary compensation. The tenant confirmed that he was not seeking to regain possession of the rental unit. The landlord stated that he understood this hearing was to deal with a monetary claim by the tenant since the rental

unit is no longer inhabitable. Accordingly, I did not consider the tenant's application for an Order of Possession any further and I turned my mind as to whether it would be fair and appropriate to proceed to deal with a monetary claim.

As for the tenant's monetary claim, I noted that it was not accompanied by a monetary order worksheet or written submission other than what was written on the Application for Dispute Resolution itself. On the Application for Dispute Resolution the tenant wrote the following description as to the compensation he seeks:

I want compation for wrongful eviction,4 thousand dollars for 4 months rent
els were if found.reinberst \$800.00 spent on hotel room,\$1000.00 for gas
and moving exspences. Iam stress out sick from mold,had a kidney
removed may ha been caused by mold.I want \$25000.00 Com.

[reproduced as written]

Based on what the tenant wrote on the Application for Dispute Resolution, I asked the tenant whether he was seeking compensation totalling \$25,000.00 or the sum of all of the amounts added together, including the \$25,000.00. The tenant stated he was seeking the sum of all of the amounts added together, including \$25,000.00 for loss of a kidney. The tenant also stated that he seeks to increase his claim even further to reflect additional hotel costs even though he did not serve an Amendment to an Application for Dispute Resolution and did not submit the additional hotel receipts.

The tenant also acknowledged that the \$4,000.00 component of his claim is based on the average cost of a rental unit in the area (\$1,000.00 per month) if he finds one and not the rent he had been paying for the rental unit (\$550.00 per month). I asked the tenant to point out where he provided such particulars in the documents he served to the landlord. The tenant submitted that he provided further particulars as to the basis for his claim a letter he wrote on October 23, 2019.

The landlord responded by stating he understood the tenant was seeking compensation for rent and moving costs but did not understand the nature of the tenant's other claims.

The letter of October 23, 2019 was submitted as evidence. Upon review of that document, it is the tenant's written responses to the landlord's reply to the claims as that is the first sentence: "This is a reply to Mr. [name of landlord omitted for privacy reasons] reply. The letter does not describe the period of time the tenant was in a hotel,

the basis for seeking \$1,000.00 per month, and the tenant indicates he had not yet spoken with his urologist concerning the cause for the loss of his kidney.

Section 59(2) of the Act provides that an applicant must provide “full particulars of the dispute that is to be the subject of the dispute resolution proceedings”. Section 7 of the Act provides for seeking monetary compensation. Section 7 permits a party to make a claim against a party that violates the Act, regulations or tenancy agreement for “damage or loss that results” from the violation. Further, rules 2.5 and 3.1 of the Rules of Procedure provide that a party making a monetary claim must provide a detailed calculation of the amounts sought.

Upon review of the tenant’s submissions and in hearing from the parties, I was of the view the tenant had not provided full particulars with his Application for Dispute Resolution, the tenant had not provided a detailed monetary calculation, and the tenant is attempting to make a claim that includes anticipatory losses and claims for which he has yet to obtain evidence to support his claims. For these reasons, I determined it would be unfair and prejudicial to proceed with the tenant’s claim and I declined to further consider this Application for Dispute Resolution.

I informed the parties that I would dismiss the tenant’s Application for Dispute Resolution with leave to reapply. The landlord did not object to granting the tenant leave to reapply. It is important to note that giving the tenant leave to reapply does not extend any applicable time limit under the Act.

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: November 12, 2019

Residential Tenancy Branch