



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR RP RR LAT LRE MNDC OLC FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on March 10, 2020, by conference call. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both sides attended the hearing and provided testimony. The Tenant was represented by his agent, but was not present himself. The Landlord was present with her counsel. The Landlord confirmed receipt of the Tenant's application and notice of hearing. The Landlord did not receive any evidence from the Tenant, and the Tenant's agent did not serve an evidence package to the Landlord, only the Notice of Hearing. I find the Tenant sufficiently served his notice of hearing to the Landlord, but I have no documentary evidence from the Tenant before me.

The Landlord provided proof of mailing to show she sent her evidence package by registered mail to the address the Tenant listed on his notice of hearing on February 24, 2020. The package was delivered as per the delivery confirmation on February 25, 2020. The Landlord stated that the building concierge signed for the package, and they called to confirm that the Tenant picked this package up from the concierge. Pursuant to section 88 and 90 of the Act, I deem the Tenant received this package 5 days after it was mailed to the address the Tenant had listed on his application.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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 and Procedural Matters

The Tenant's agent stated that the Tenant moved out of the rental unit at the end of February 2020, and no longer requires most of the grounds on his application. The Tenant's agent was given an opportunity to explain what remedies he still wanted to pursue from his initial application, and he clarified that he wants to pursue the claim for monetary damages for "harassment". I hereby allow the Tenant's agent to amend his application to remove the grounds that are no longer applicable, and to only pursue his request for monetary compensation. The Landlord took no issue with this.

### Issues to be Decided

- Is the Tenant entitled to a monetary order for damage or loss under the Act?

### Background and Evidence, and Analysis

The Tenant was not present but his agent stated that he is looking for compensation due to harassment from the Landlord and due to ongoing disputes about carpet replacement and painting of the rental unit. The Tenant's agent also took issue with the state of repairs of the unit, as well as the Landlord's behaviour.

During the hearing, the Tenant's agent was asked to explain how the amount requested had been calculated but he did not directly speak to this matter. I note the Tenant did not provide any documentary evidence, written breakdown, or a monetary order worksheet indicating how the claim was calculated, and for which periods of time it covers.

On his application, the Tenant initially put \$4,300.00 as a round figure estimate for the compensation he is seeking. I note this is a round figure estimate, and there is no breakdown or monetary worksheet indicating how this was calculated. Also, at the hearing, the Tenant's agent did not explain the calculation of the amount any further, or what specific period of time it covered. The Tenant provided no documentary evidence in support of his monetary claim. The Landlord stated the allegations made by the Tenant are completely untrue and she denies any wrongdoing or harassment.

I have reviewed the statements from both parties, and I turn to the following rules of procedure:

#### *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.*

I note the Tenant's claim is for a significant amount of money and is only generally mentioned on the application form. I also note the Tenant submitted zero documentary evidence to support his monetary claim, or the calculations he made to arrive at the amount. The Tenant's agent's testimony was vague with respect to any dates or times.

I find it is prejudicial to the respondent to not have a monetary order worksheet, or detailed breakdown of how the amounts were calculated and for which periods of time they were for. I am also mindful that the Tenant has provided no evidence to support his claim. Without a monetary order worksheet, and a clear breakdown of the claim calculation it is difficult for me to understand the nature and basis of the application.

In an application for monetary compensation, the burden of proof is on the applicant to prove that basis for their claim. In this case, I find the Tenant has not sufficiently done this. I dismiss his claim without leave to reapply.

### Conclusion

The Tenant's application is dismissed in full, without 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: March 10, 2020

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Residential Tenancy Branch