



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1170885 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, RR

Introduction

This hearing was scheduled to deal with a tenant's application for monetary compensation for damages or loss under the Act, regulations or tenancy agreement; and, authorization to reduce rent payable due to repairs not made or services or facilities not provided.

Both parties appeared or were represented at the hearing and had the opportunity to 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 heard the tenant had sent her proceeding package and the same two pieces of evidence that were provided to the Residential Tenancy Branch to an agent for the landlord (referred to by initials BK) via email on or before March 28, 2020. The agent appearing before me today confirmed that the email was passed along to her by BK. Service by email was permitted by the Director starting March 30, 2020. Although the tenant used email before March 30, 2020, since the landlord's agent acknowledged receipt of the documents, I deemed the landlord sufficiently served pursuant to the authority afforded me under section 71 of the Act.

The parties also orally referred to other documents that were not before me and indicated notice(s) to end tenancy had been served, including: a 2 Month Notice to End Tenancy for Landlord's Use of Property and a 10 day notice served by the tenant after receiving the 2 Month Notice. I confirmed that the tenant vacated the rental unit and returned possession to the landlord on April 4, 2020 although the landlord was of the position the tenancy was set to legally end April 6, 2020 based on the tenant's 10 day notice.

Since there is no longer an obligation by the tenant to pay rent going forward, I found the tenant's request for authorization to reduce rent payable to be moot at this time.

As for the tenant's request for a Monetary Order, the landlord's agent stated she did not understand how the tenant arrived at the amount she is claiming.

Under section 59(2) of the Act, an applicant is required to provide full particulars as to the nature of the dispute that is the subject of the Application for Dispute Resolution and Rules 2.5 and 3.1 of Rules of Procedure require that an applicant provide a detailed monetary calculation. These requirements are in keeping with the principles of natural justice.

I noted that the tenant's Application for Dispute Resolution includes very scant details and particulars. Nor, was the Application accompanied by a Monetary Order worksheet or detailed calculation. As such, I found the landlord's statement to have merit and I was of the view that the tenant failed to sufficiently set out her claim and to proceed against the landlord based on the tenant's filing would be prejudicial.

In light of the above, I declined to proceed to hear this matter pursuant to section 59(5) of the Act and I dismissed the tenant's application 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 14, 2020

Residential Tenancy Branch