



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A hearing by telephone conference was held on October 13, 2020. The Tenants applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

Preliminary Matters – Respondents

The Tenants attended the hearing, along with their counsel. The Tenants filed their application against several parties for this application. The Tenants named some of the court appointed representatives for the foreclosure proceedings on the Landlord's company. Counsel for those court appointed entities was present at the hearing and confirmed that they have nothing to do with the tenancy, and were only involved with the Landlord's company in the spring of this year when there were foreclosure proceedings on the rental property. The Tenants stated that the Landlord, B.B., is the sole director of the company that owns the rental property.

Counsel for the court appointed representatives provided a company search into evidence which shows that a numbered company owns the property, and that B.B. is the sole director of that company. Neither B.B., nor a company representative for the numbered company was present at the hearing.

I note that B.B. is the only person the Tenants have dealt with for tenancy matters over the last couple of years. As such, I find it appropriate to amend the Tenants' application, to remove all respondents, except B.B. and his numbered company. I find B.B. and his numbered company are the Landlords for the purposes of this application.

Counsel for the respondents initially named on this application disconnected shortly after the hearing started after I informed her that neither she, nor her clients were Landlords for the purposes of this hearing. Only the Tenants and their counsel were present for the remainder of the hearing. The remainder of the hearing was used to discuss service and application issues, which will be addressed below.

Preliminary Matters – Service and Application issues

The Tenants stated that they sent the Notice of Hearing and their initial monetary worksheet to B.B. (herein referred to as the Landlord) by courier on June 26, 2020. The Tenants provided tracking information into evidence which shows that the package was not delivered. The Tenants resent the same package to the Landlord on July 21, 2020, by registered mail to the same address (where B.B. resides). The Tenants provided tracking information to show the package was delivered on July 23, 2020. The Tenants stated that they sent this package to the same address they have sent other mail to in the past, and the Tenants further stated that the Landlord has responded to their previous correspondence which was sent to this same address.

After filing their application in June, the Tenants changed their monetary worksheet, and added 6 worksheets total, and increased the amount sought by over \$10,000.00. The Tenants did not submit an amendment, and only provided updated worksheets. As stated in the hearing, in order to increase a monetary claim, or change an application, the Applicants are expected to fill out a proper amendment form, and serve this to the respondent. This has not been done. I note the Tenants monetary worksheets were also very poorly laid out, and lacked clear, totals, and logical numbering systems, which would allow their application to be properly understood.

The Tenants initially applied for \$5,700.00, and appear to have changed their claim, to include many other items, totalling around \$17,000.00 (without an amendment). I find the Tenants have failed to sufficiently lay out the full particulars of their claim, and I find the manner in which they sought an increased amount is prejudicial to the respondent, and was very difficult to follow.

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 Tenants' application did not sufficiently disclose the full particulars of their dispute, as they attended the hearing to discuss items that were not sufficiently amended and laid out. Given the totality of the situation, I dismiss the Tenants' application, with leave. I expressed clearly to the Tenants that they must clearly lay out what they are seeking on their application, prepare one cohesive, numbered list of items for their worksheet (and not change the items and amounts right before the hearing without an amendment), and be prepared to speak to each of the items they are seeking in an understandable manner.

I dismiss the Tenants' 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: October 13, 2020

Residential Tenancy Branch