



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE SALTSPRING ISLAND LAND BANK
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction

On August 10, 2020, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing and P.H. attended the hearing as an agent for the Landlord. All in attendance provided a solemn affirmation.

The Tenant advised that the Notice of Hearing and evidence package was served to the Landlord by registered mail on or around August 17, 2020 and P.H. confirmed that this package was received. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord has been served with the Notice of Hearing and evidence package. As such, the Tenant’s evidence will be accepted and considered when rendering this Decision.

P.H. advised that the Landlord’s evidence was served to the Tenant by being posted to the Tenant’s door by a process server on November 17, 2020. The Tenant acknowledged that she received this evidence on November 18, 2020 despite it being posted to the door of her rental building. Regardless, as she has received this evidence, this will be accepted and considered when rendering this Decision.

Section 59(2) of the *Act* requires the party making the Application to detail the full particulars of the dispute. During the hearing, the Tenant was asked to outline her request for monetary compensation totaling the \$5,000.00 that she was seeking. The Tenant was unable to elaborate on the breakdown of her claims, and she was unable to specifically identify what were the breaches under the *Act* committed by the Landlord or how her compensation was attributed accordingly. Furthermore, she did not detail the breakdown of this claim in her Application, nor did she do so in her evidence or through use of a Monetary Order Worksheet. In essence, she was unable to provide a detailed

breakdown summarizing her claims for this amount, nor did she provide one to the Landlord. Moreover, it was not clear to me what the Tenant was specifically claiming for.

The Landlord acknowledged that the Tenant's claim was not clearly outlined, and she was not sure how to respond to the claim of \$5,000.00.

When reviewing the evidence before me, as I have not heard any submissions with respect to the Tenant's specific claims, as I do not find that the Tenant has made it abundantly clear to any party that they are certain of the exact amounts she believes is owed by the Landlord, and as I am not satisfied that the Tenant outlined her claims precisely, with clarity, I do not find that the Tenant has adequately established a claim for a Monetary Order pursuant to Section 59(2) of the *Act*. As Section 59(5) allows me to dismiss this Application because the full particulars are not outlined, for the stated reasons above, I dismiss the Tenant's Application with leave to reapply.

As the Tenant was not successful in her Application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

I dismiss the Tenant's Application for Dispute Resolution 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: November 27, 2020

Residential Tenancy Branch