



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

RP, MNDCT, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for an Order requiring the Landlord to make repairs to the rental unit, and to recover the fee for filing this Application for Dispute Resolution. At the outset of the hearing the Tenant withdrew the application for repairs, as she has vacated the rental unit.

The Tenant stated that on February 06, 2021 the Dispute Resolution Package was sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of the Dispute Resolution Package.

The Tenant stated that on February 06, 2021 approximately 100 pages of evidence the Tenant submitted to the Residential Tenancy Branch in March of 2020 were sent to the Landlord, with the Dispute Resolution Package. The Landlord stated that he only received approximately 10 pages of evidence from the Tenant. The parties were advised that the hearing would proceed, that they could discuss their evidence and if, at the end of the hearing, there was a need for me to physically view the Tenant's evidence I would adjourn the hearing to give the Tenant time to re-serve evidence to the Landlord. I subsequently determined, for reasons outlined in my analysis, there was no need for me to adjourn this hearing.

On March 24, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, on March 24, 2021. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

Both participants affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided:

Is the Tenant entitled to compensation?

Background and Evidence:

The Landlord and the Tenant agree that the tenancy began in 2018 and the rental unit was vacated on February 28, 2021.

In the Application for Dispute Resolution the Tenant claimed compensation of \$22,200.00. On the Application for Dispute Resolution provided this written explanation for the claim:

12months times \$1850=22200. January 2020 untill 2021. The other two years I never got assistance. I was hopeing things would change :((Reproduced as written)

The Tenant agreed that she did not submit a Monetary Order Worksheet outlining the nature of her monetary claim.

The Tenant agreed that did not submit a written submission clearly outlining the nature of her monetary claim.

The Tenant was asked how the Landlord would know why she was seeking \$22,200.00 on the basis of the information she provided in her Application for Dispute Resolution. She replied that the Landlord would know why she was claiming financial compensation based on what has occurred in previous dispute resolution proceedings.

The Landlord stated that he understands the Tenant is seeking a refund of 12 month's rent, but he does not understand why she is seeking that compensation.

Analysis:

Section 59(2)(b) of the *Residential Tenancy Act (Act)* stipulates that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.

I find that the Tenant's Application for Dispute Resolution does not provide full details of her monetary claim. In reaching this conclusion I was heavily influenced by:

- The absence of a clear explanation on the Application for Dispute Resolution of why the Tenant is seeking \$22,200.00 in compensation;
- The absence of a Monetary Order Worksheet that provides details of the \$22,200.00 monetary claim; and
- The absence of a written submission that clearly explains why the Tenant is seeking \$22,200.00.

I find that the absence of details of the monetary claim makes it difficult, if not impossible, for the Landlord to respond to the claim. The Tenant's application for a monetary Order is, therefore, dismissed, with leave to reapply.

The Tenant retains the right to file another Application for Dispute Resolution in which she clearly explains the nature of her monetary claim.

Conclusion:

The application for a monetary Order is dismissed, 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: April 01, 2021

Residential Tenancy Branch