



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, FFT, MNDCT, RR, LRE, CNC

### Introduction

This hearing dealt with the tenant's application(s) pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing with the assistance of her agent, J.L. and both provided affirmed testimony. The landlord attended the hearing via conference call and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Extensive discussions over 67 minutes regarding the tenant's two applications filed were clarified. At the outset both parties confirmed the tenant vacated the rental unit on May 6, 2021. The tenant stated that she now only has one issue to resolve in dispute with the landlord. The tenant confirmed that she is only proceeding on a monetary

claim for compensation for a total of \$34,000.00. The tenant clarified that this was made up of her initial monetary claim of \$7,00.00 which was subsequently followed by an amendment seeking an additional \$27,000.00. The landlord acknowledged his understanding and was ready to proceed. Discussions with both parties proceeded regarding the service of the hearing package and the submitted documentary evidence. Subsequently an issue arose regarding the service of the tenant's evidence. The tenant confirmed that 66 pages of documentary evidence were filed with the Residential Tenancy Branch (RTB) while the landlord confirmed that he has only received 32 pages. The tenant was unable to provide any clarification regarding the discrepancy only arguing that all 66 pages were served to the landlord. Further discussion resulted in the discovery that no monetary order worksheet or details were included in the tenant's application for dispute. The tenant argued that a copy was submitted to the RTB. The landlord stated that he did not receive a monetary order worksheet or any monetary claim details. A review of the RTB File shows only the submission of page 1 of 2 of a Monetary Order Worksheet (#RTB-37) along with a second page 1 of 2 of a Monetary Order Worksheet which included numerous handwritten notes. A review of this package of 22 pages shows only emails and a review of a 41 page evidence submission by the tenant also shows emails, text messages, letters and pictures, none of which contain any monetary claim details. The tenant with the assistance of her agent were unable to provide any of the monetary claim details. The tenant's agent suggested that the tenant be allowed to re-organize and re-submit her application. The landlord made no objections. On this basis, I find without the tenant's monetary claim details the tenant's monetary claim cannot proceed. As such, the tenant's applications are dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

I also note for the record that the tenant did not wish to disclose her mailing address to the named landlord due to personal issues. As such, both parties agreed to exchange particulars regarding this future dispute via email. The landlord confirmed his email on record of this file and the tenant provided an alternate email that she confirmed that she would accept the landlord's communications. This Residential Tenancy Branch File shall be amended to reflect the contact emails for these two parties.

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: July 09, 2021