



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL, FFL

Introduction

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

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided testimony. The tenant was represented by counsel, S.K.

At the outset, S.K. stated that the advocate originally assigned to assist the tenant in this dispute is now on medical leave and unavailable to assist the tenant. Counsel stated that she was informed on March 18, 2021 and has not had an opportunity to review the file and requests an adjournment to prepare. The landlord stated that the tenant has had 3 months to prepare and has not been notified of who the tenant's representative would be. The landlord also stated that the tenant could be attempting to delay the hearing by providing false testimony for the adjournment. The landlord provided any supporting evidence of fraudulent testimony. As such, I find that the tenant's request for an adjournment is warranted in the circumstances and find that as this is purely a monetary claim that the landlord shall suffer no prejudice for an adjournment. Both parties were notified that a notice of adjournment would be sent to both parties to the confirmed addresses provided during the hearing. The landlord acknowledged that he had filed 81 documentary evidence files for the dispute. Counsel for the tenant acknowledged that no documentary evidence was filed for the tenant. Both parties confirmed that they would be communicating regarding the service of

documents and evidence submission during the adjournment to facilitate the hearing process.

The hearing was reconvened on August 23, 2021 via conference call with both parties. The tenant was assisted by her advocate, G.R.

At the outset, both parties confirmed the landlord served the tenant with the notice of hearing package via email. I find that both parties have been sufficiently served as per section 71 of the Act.

The landlord stated that the tenant was served with 56 documentary evidence files that was included with the landlord's notice of hearing package. The tenant disputed this claim arguing that only 3 documentary evidence files were included with the hearing package. I note for the record the Residential Tenancy Branch received 81 documentary evidence files that was previously confirmed by the landlord, however the landlord clarified that only 56 documentary evidence files were submitted and that the remaining files were duplicates. The landlord was unable to clarify which of the 56 files were submitted and which were duplicates. The landlord stated that he had proof of serving the 56 documentary evidence files with the notice of hearing package which was a video file submitted to the Residential Tenancy Branch. The tenant argued that no video files were received from the landlord. A review of the video file "Serving_in_person_" revealed a 14 second video of a person handing an envelope to the tenant. The tenant argued that she did receive this envelope which contained the hearing package, but that it did not contain 56 documentary evidence files. A review of the envelope shows that it appears to be very thin and unlikely to contain 56 documentary files. On this basis, the landlord's evidence was excluded from consideration in this hearing save and except for the above 3 documentary evidence files. The tenant identified these files as:

- 1 homedepot receipt dated 11/06/19 for \$75.89
- 1 credit card slip dated 09/20/19 for \$1,636.10
- 1 credit card slip dated 20/09/19 for \$49.80

Both parties were advised that these 3 documentary evidence files were accepted for consideration in this hearing, but the remaining files by the landlord were excluded. Both parties confirmed their understanding.

The landlord was asked to clarify his monetary claim of \$4,276.10. The landlord was asked if he had submitted a monetary order worksheet (RTB-37). The landlord

confirmed that one had been completed but was unable to reference the proper file name. The tenant argued that no monetary order worksheet was served to the tenant. The landlord stated that he did his best dealing with the office work but was unsure. The landlord was asked to review his evidence again to identify the monetary order worksheet. The landlord was still unable to identify any monetary details in his application. On this basis, the landlord's monetary claim was dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period. The landlord failed to provide sufficient details of his monetary claim to allow the tenant an opportunity to properly respond.

It is highly recommended to the landlord to obtain some assistance in organizing the application for dispute and any evidence if he wishes 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: August 23, 2021

Residential Tenancy Branch