



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 561056 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, MNRT

### Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33.

The tenant and the landlord's agent, R.K. 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.

At the outset, discussions with both parties revealed that the tenant had incorrectly named the landlord. the tenant stated he was assisted by a helper who had filed the application for dispute. Discussions between the parties confirmed the named landlord as the numbered company only and not the additional two named individuals. On this basis both parties consented to the tenant's application being amended to remove the two named individuals leaving only the numbered company.

Both parties confirmed the tenant served the named landlord with the notice of hearing package via Canada Post Registered Mail. Both parties also confirmed the tenant served the named landlord with the submitted documentary evidence via Canada Post Registered Mail on October 7, 2021. The landlord stated that the tenant was served with the landlord's submitted documentary evidence via Canada Post Registered Mail

on September 29, 2021. The tenant disputes that no such evidence has been served. The landlord referenced copies of the Canada Post Receipt and the Customer Receipt Tracking label as confirmation of service. The tenant re-argued that no such package was served. As the service of the landlord's evidence was in dispute both parties consented to the Arbitrator reviewing the Canada Post online tracking history of the landlord's package. The landlord confirmed that the mailing address used was that provided by the tenant on his application for dispute. The tenant confirmed that the landlord had the proper address. Both parties confirmed that the address used was for a local storage locker facility. The tenant confirmed that he was able to receive mail at this location. The review of the Canada Post website for the landlord's package confirmed Canada Post's receipt of the package on September 29, 2021 and that it was delivered on October 1, 2021. The Canada Post Website confirmed that a signature was not available, but that a verbal signature was accepted. I find despite the tenant's direct testimony that the package was not served that the landlord has properly served the tenant with the landlord's evidence submission. On this basis, the tenant is deemed sufficiently served. On the remaining service issues, I find based upon the undisputed affirmed evidence of both parties that both parties have been sufficiently served as per section 71 of the Act. Both parties were advised that as the tenant has stated that they are not in possession of any of the landlord's documentary evidence, if during the hearing the landlord references any of their documentary evidence the evidence in question would be described in detail and the tenant given an opportunity to ask questions about the evidence.

During the hearing the tenant's monetary claim was clarified. The tenant applied for \$19,626.73 but provided a completed monetary worksheet with a total of \$52,205.32. The tenant confirmed the higher amount and that an amendment to increase the monetary claim was not made. On this basis, the tenant consented to limit his monetary claim to the original amount filed of \$19,625.73, however the tenant was unable to provide any particulars on which items for claim were to be removed. The tenant repeatedly stated that he wished to proceed with the original application for \$19,626.73. Repeated attempts to ascertain the tenant's monetary claim details were unsuccessful. The tenant repeatedly stated that he was relying on a third party to organize his application. At 72 minutes past the start of the scheduled hearing the tenant's application was dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period. Both parties were notified that despite repeated attempts in proceeding with the tenant's application, the tenant was unable to articulate the details of his monetary claim despite repeated attempts.

I note that at the end of the hearing the landlord stated that he had also filed an application for dispute scheduled for a future date. The landlord stated that his

application for dispute was served to the listed mailing address provided by the tenant for this hearing and that it was returned as undeliverable. At this time, the tenant stated that the listed mailing address on this file was valid and that he was receiving mail at that address. Despite this the tenant stated that he wished to receive a copy of this decision via his listed email address confirmed on file.

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 21, 2021

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Residential Tenancy Branch