



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century Mobile Home Park
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNDCT, RP, RR, PSF

Introduction

This hearing was set to deal with a tenant's request for several remedies against the landlord, including:

- orders for the landlord to make repairs;
- orders for the landlord to provide services or facilities under the Act; regulations or tenancy agreement;
- orders for the landlord to comply with the Act, regulations, or tenancy agreement;
- authorization to reduce rent payable; and,
- a Monetary Order for damages or loss under the Act, regulations, or tenancy agreement.

Both the landlord's agent (park manager) and the tenant appeared for the hearing. The former owner of the park also appeared, stating he has an interest in the matter since he was the owner of the park at the time the Application for Dispute Resolution was made. The tenant was also assisted by his girlfriend who was described as being an electrician.

At the outset of the hearing, I explored service of hearing materials.

The tenant testified that he sent his proceeding package and evidence to the landlord via registered mail on August 20, 2021. The park manager confirmed receipt of the registered mail package.

I noted that the tenant's package included 69 pages of evidence and submissions in addition to the proceeding package for a total of 73 pages. The package included some pages that had page numbers but the page numbers were missing from many pages and there was no apparent logic to the ordering of the pages.

I also noted that the tenant was seeking several remedies against the landlord. Given the disorganized state of the tenant's package, I asked the landlord's representatives if they understood the nature of the issues to be decided upon today. The park manager stated that they had difficulty deciphering what the tenant was seeking but they were able to see that the tenant was seeking 100 amps of electrical service.

I had noted that, to me, that was the most obvious issue from the tenant's filings as well; however, the tenant stated the repair issue has been resolved and the primary remedy he seeks at this point is monetary compensation.

From the tenant's Application for Dispute Resolution, I could see the tenant was seeking \$2250.00 from the landlord (\$2100.00 for damages or loss under the Act, regulations, or tenancy agreement, plus \$150.00 under the request for a rent reduction). The landlord confirmed they saw that too but they did not understand what that represented or how it was calculated. I asked the tenant if he had provided a detailed calculation. The tenant's girlfriend stated it was on a spreadsheet identified as "page 1 of 1".

I eventually located the document described by the tenant's girlfriend 20 pages into the tenant's package. It was a combination of a spreadsheet totalling \$1833.09 plus handwritten notations to add further amounts for a total of \$2166.09.

The landlord was of the view that it appears the tenant is trying to claim amounts for which he has already claimed and had dismissed, with the exception of \$100.00, during a previous dispute resolution proceeding. The tenant was of the position he was at liberty to "re-open" his monetary claim due to the landlord's failure to comply with the orders of the Arbitrator issued under the previous dispute resolution proceeding.

Under the Act and Rules of Procedure, an applicant making a monetary claim must provide full particulars, including a detailed calculation. Further, Rule 3.7 of the Rules of Procedure provide that evidence is to be organized, clear and legible.

Rule 3.7 provides, in part:

3.7 Evidence must be organized, clear and legible

All documents to be relied on as evidence must be clear and legible.

...

To ensure fairness and efficiency, the arbitrator has the discretion to not consider evidence if the arbitrator determines it is not readily identifiable, organized, clear and legible.

Since the tenant's primary remedy concerned monetary compensation, I am of the view that this remedy ought to have been obvious, the basis for the claim to be clearly set out, and a monetary calculation that corresponded to his Application for Dispute Resolution that was not buried 20 pages into his 73 page package that was largely devoid of a logical numbering sequence.

In light of the above, I was of the view that to proceed with this matter would be prejudicial and I declined to further consider the tenant's Application for Dispute Resolution. The tenant's application is dismissed with leave to reapply.

I did not consider the matter of res judicata further as the landlord indicated they did not understand the basis or calculation of the tenant's monetary claim and such an argument may be made if the tenant reapplies.

Before reapplying, I encourage the parties to try to resolve the matter between them. If they are unsuccessful, the tenant may reapply. If the tenant reapplies, he must ensure he has a detailed calculation of his claim that corresponds to his Application for Dispute Resolution and ensure the basis for his claim is clearly set out in a legible and organized fashion. Should the parties have questions concerning the dispute resolution process, I strongly encourage the parties to obtain their own legal advice and/or contact an Information Officer with the Residential Tenancy Branch for further information.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: December 03, 2021

Residential Tenancy Branch