



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNDCT, RR, LRE, MNRT, PSF, LAT, DRI, RP

Introduction

This hearing was scheduled to deal with a tenant's Application for Dispute Resolution whereby the tenant was seeking numerous remedies against the landlord including monetary compensation.

Both parties appeared or were represented for the hearing. The parties were affirmed and the parties were ordered to not record the proceeding. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

Preliminary and Procedural Matters

I noted that the tenant had filed an Application for Dispute Resolution and three Amendments to an Application for Dispute Resolution. Also, the tenant submitted on varying different dates in December 2021 copious amounts of evidence.

I proceeded to confirm service of the tenant's hearing materials upon the landlord. The tenant testified he served the original proceeding package to the landlord, in person. The landlord confirmed receipt of the proceeding package on September 14, 2021.

The tenant testified that he served the September 20, 2021 Amendment to the landlord, in person, although he was uncertain of the date he did so. The landlord's agent stated she did not have the September 20, 2021 Amendment. The tenant stated his proof of service was located somewhere within the approximate 160 pages of evidence he had submitted to the Residential Tenancy Branch on varying different dates. The tenant acknowledged he could not point me to any particular page as he did not number the pages of his evidence.

The tenant testified that he served the Amendment dated December 8, 2021 to the landlord, in person, on December 8, 2021. The landlord's agent stated that she did not have the December 8, 2021 Amendment.

The tenant testified that he served the Amendment dated December 14, 2021 to the landlord, in person, on December 14, 2021. The landlord's agent confirmed she did have the December 14, 2021 Amendment.

As for the tenant's evidence, the tenant had submitted evidence to the Residential Tenancy Branch on December 8, 9, 10, 14 and 15, 2021. The tenant testified that he delivered the same evidence to the landlord, in person, on those same dates. I noted that the tenant's evidence did not include page numbers. The tenant confirmed that to be accurate. I asked the tenant to estimate how many pages of evidence he delivered and the tenant responded approximately 160 pages. The landlord's agent confirmed that the landlord received evidence from the tenant on varying different dates in December 2021 as well and that the estimation of 160 pages was likely accurate.

The landlord had submitted evidence to the Residential Tenancy Branch on December 7, 2021 and sent it to the tenant via registered mail on December 7, 2021. The landlord provided a registered mail receipt, including tracking number, as proof of service upon the tenant. The landlord's agent stated that the landlord's evidence package was prepared without the tenant's Amendments being received and without the tenant's evidence being received yet.

The landlord also pointed out that the tenant's request for monetary compensation, in the original amount of \$14000.00 and the amended amount of \$30000.00 was not accompanied by a detailed calculation. I turned to the tenant and he confirmed the amount claimed was a sum of amounts added together and that he did not provide a detailed breakdown of the amounts he included in arriving at the sum claimed.

I noted that the tenant's Application for Dispute Resolution, Amendments and much of his evidence was hand-written and much of his hand-writing was difficult to impossible to decipher. The landlord's agent stated she had spent several days trying to read the tenant's hand-written submissions and she struggled in determining the nature of the dispute(s) in preparing for this proceeding.

Given the above, I was of the view that it would be highly prejudicial to proceed with this dispute resolution proceeding given the tenant's failure to clearly set out the full particulars of the subject under dispute, as is required under section 59 of the Act, and

several of the rules contained in the Rules of Procedure. Below, I have summarized some of the most obvious deficiencies I noted:

- The tenant's hand-written Application for Dispute Resolution and Amendments were difficult to decipher or illegible in many areas making the subject(s) under dispute very difficult or impossible to understand and I find this means the tenant failed to clearly set out the dispute(s) that were to be the subject of this proceeding [Section 59 of the Act]
- There was dispute as to whether the tenant served the Amendments dated September 20, 2021 and December 8, 2021 and the tenant was unable to point to a particular piece of corroborating evidence to prove service given the unorganized nature of his evidence [Rules 4.6, 3.5 and 3.7]
- The Amendment of December 14, 2021 was received by the landlord; however, an Amendment must be received by the respondent no less than 14 days before the scheduled hearing date so that the respondent has sufficient time to prepare a response to new or different issues and the tenant failed to serve the landlord with this Amendment at least 14 clear days before the hearing [Rule 4.6].
- The monetary claim(s) were not supported by detailed calculations [Rules 2.5 and 3.1 of the Rules of Procedure]
- Evidence must be clear, organized and legible but the tenant's evidence consisted of many hand-written documents there were illegible in many areas and the numerous pages of evidence were not organized by way of page numbering or an index [Rule 3.7].
- Evidence is to be submitted and served with the proceeding package where possible, or as soon as possible. Further, evidence should be served in a single package where possible; yet, the tenant delayed in providing evidence until December 2021 despite making the Application for Dispute Resolution in August 2021 and served multiple packages [Rules 2.5, 3.1, 3.11 and 3.13].

The tenant confirmed to me that this was his first attempt at filing an Application for Dispute Resolution and English is his second language. Therefore, I grant the tenant leave to reapply.

I strongly suggested to the tenant that before making another Application for Dispute Resolution he become familiar with the requirements for preparing and serving an Application for Dispute Resolution and evidence. I also suggested he prepare his materials in type-written form and in a single, complete, organized package. I informed the parties that further information concerning one's rights and obligations with respect

to dispute resolution proceedings may be obtained by contacting an Information Officer with the Residential Tenancy Branch.

Conclusion

The tenant's Application for Dispute Resolution 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: December 23, 2021

Residential Tenancy Branch