



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BELMONT PROPERTIES and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC MNDCT PSF OT

### Introduction

The tenant seeks various relief under the Residential Tenancy Act (“Act”). The tenant’s advocate and the landlord’s representative attended a hearing on November 16, 2021, which was adjourned to March 29, 2022. At the latter hearing were the tenant, his advocate, two witnesses for the tenant, and a landlord’s representative.

No service issues were raised, the parties (that is, the tenant and the landlord’s representative) were affirmed, and Rule 6.11 of the Residential Tenancy Branch’s *Rules of Procedure* was explained.

### Preliminary Issue: Absence of Particulars Regarding Amount of Compensation

Both the tenant and the landlord’s representative gave extensive testimony during the almost-one-hour-long hearing, and the tenant’s advocate provided a concise and articulatable argument and summary of his tenant’s case. However, for the reasons set out below, I will not reproduce much of this oral evidence, nor shall I reference much, if any, of either party’s documentary evidence.

Briefly, while the tenant’s Application for Dispute Resolution set out various forms of relief, which included such things as a request for repairs, the return of personal property, an order for landlord compliance, and so forth, these various reliefs lacked particulars. Notwithstanding, I sought clarification from the tenant’s advocate at the start of the hearing as to what, exactly, his client sought: compensation, was the answer. The tenant sought compensation above and beyond what the landlord had previously offered (in terms of a partial rent “refund” due to parking unavailability and due to an inoperable elevator). Yet, what was not explained, described, or otherwise set out in any of the tenant’s or his advocate’s oral submissions, and similarly not set out in any written submission, was the specific dollar amount(s) being sought.

As a starting point, it is worth noting that section 59(2)(b) of the Act states that an application for dispute resolution must “include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.”

“Full particulars” must, as I interpret the legislation, include the dollar amount when compensation is being sought through the dispute resolution process. Moreover, when an applicant seeks compensation under the Act, that applicant must prove on a balance of probabilities *all four* of the following criteria:

1. has the respondent party to a tenancy agreement failed to comply with the Act, regulations, or the tenancy agreement?
2. if yes, did the loss or damage result from the non-compliance?
3. has the applicant proven the amount or value of their damage or loss?
4. has the applicant done whatever is reasonable to minimize the damage or loss?

The above-noted criteria are based on sections 7 and 67 of the Act, which state:

- 7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
- (2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.
- 67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

What is notably absent the tenant's application in this matter is the third criterion listed above in the four-part “test.”

It is, of course, indicated on page 6 of the *Tenant's Application for Dispute Resolution Current Tenancy* that he seeks \$10,000.00. What follows in the description – that is, the particulars – of this claim is rather unclear. The tenant (or perhaps his advocate) writes

that “[Tenant] seeks compensation as does [S.B.], who are both disabled want to be compensated for not having an elevator for almost two years [ . . .].” In other words, the tenant’s own application references a global dollar amount without parsing, or otherwise delineating the amount that *he* seeks and the amount that the third party S.B. seeks. (S.B. is not a party to this dispute, though she did briefly attend the hearing.)

What is more, neither the tenant nor his advocate provided during the hearing any specific dollar amount for any part of the numerous subclaims. The best argument was simply that the tenant wanted “additional compensation” or “reasonable compensation.” It is also worth noting that the tenant’s advocate inquired as to the maximum dollar amount that may be awarded under the Act. To this query I confirmed that it was \$35,000.00 (see section 85 of the Act). The advocate then submitted that he did not have an “exact” amount on the tenant’s dollar amount of the claim.

Given the above, it is my finding that, irrespective of whether the landlord breached the Act or the tenancy agreement that might give rise to damages (and I make no such findings in this decision), the tenant provided insufficient particulars in respect of the amount of compensation sought for the landlord’s various, alleged breaches. As the tenant has not proven the dollar amount, or otherwise provided any cogent argument as to dollar amounts, it follows that the tenant’s application must be dismissed in its entirety.

### Conclusion

**The application is hereby dismissed, without leave to reapply.**

This decision is final and binding on the parties, and it is made on delegated authority under section 9.1(1) of the Act. A party’s right to appeal the decision is limited to review grounds provided under section 79 of the Act, or, by way of an application for judicial review under the *Judicial Review Procedure Act*, RSBC 1996, c. 241.

Dated: March 30, 2022

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Residential Tenancy Branch