



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding 1062822 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT

### Introduction and Preliminary Matters

On June 27, 2022, the Tenant applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”).

The Tenant attended the hearing. M.H. attended the hearing as an agent for the Landlord, and he confirmed the correct name of the Landlord. As such, the Style of Cause on the first page of this Decision was amended to reflect this correction.

At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing documents and the evidence packages were discussed, and there were some issues with respect to service.

Regardless, in addressing the Tenant’s Application, I find it important to note that Section 59(2) of the *Act* requires the party making the Application to detail the full particulars of the dispute. The Tenant originally applied for a Monetary Order for compensation in the amount of \$35,000.00, which is the maximum amount permitted to be claimed under the *Act*. However, he did not fill out a Monetary Order Worksheet, nor

did he break down this claim specifically anywhere in his Application. Furthermore, when he was asked during the hearing how this amount was derived, he acknowledged that he simply chose this amount because it was the most he could ask for, and that he was “not sure how to come up with a number” that would be commensurate with his loss.

As the Tenant claimed for compensation in an amount that there was clearly no breakdown or explanation for, and was primarily chosen as the most he could possibly request, I find that it would be prejudicial to proceed against the Landlord as it would be impossible for him to even understand what the Tenant was specifically claiming for. Consequently, I do not find that the Tenant has made it abundantly clear to any party that he is certain of even what would be close to the exact amount he believes is owed by the Landlord.

As I am not satisfied that the Tenant outlined his claims precisely, with clarity, I do not find that the Tenant has adequately established a claim for a Monetary Order pursuant to Section 59(2) of the *Act*. Section 59(5) allows me to dismiss this Application because the full particulars are not outlined. For this reason, I dismiss the Tenant’s entire Application with leave to reapply.

However, I also find it important to note that Section 60 of the *Act* stipulates the following:

***Latest time application for dispute resolution can be made***

**60** (1) *If this Act does not state a time by which an application for dispute resolution must be made, it must be made within 2 years of the date that the tenancy to which the matter relates ends or is assigned.*

(2) *Despite the [Limitation Act](#), if an application for dispute resolution is not made within the 2 year period, a claim arising under this Act or the tenancy agreement in relation to the tenancy ceases to exist for all purposes except as provided in subsection (3).*

(3) *If an application for dispute resolution is made by a landlord or tenant within the applicable limitation period under this Act, the other party to the dispute may make an application for dispute resolution in respect of a different dispute*

*between the same parties after the applicable limitation period but before the dispute resolution proceeding in respect of the first application is concluded.*

Given that the parties confirmed that the tenancy ended when the Tenant gave up vacant possession of the rental unit on June 30, 2020, it appears as if the Tenant is now precluded from reapplying.

### Conclusion

Based on above, I dismiss the Tenant's Application with leave to reapply. However, it is likely that the Tenant will be unable to reapply as the timeframe to do so has now expired pursuant to Section 60 of the *Act*.

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: March 16, 2023

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Residential Tenancy Branch