



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      **AAT, OLC, FFT**

### Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order allowing the tenant access to the rental unit pursuant to section 30;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant attended the hearing with her advocate, SX and the landlord attended the hearing with her counsel, AD.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure (“Rules”) and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act. Both parties confirmed that they were not recording the hearing.

### Preliminary Issue

At the commencement of the hearing, the parties agreed that the tenancy had ended in November of 2022.

Earlier this morning, the tenant filed written submissions clarifying she is claiming monetary compensation comprised of a doubled security deposit, a refund of two-thirds of her rent for September to November 2022, and 1.95% interest from January 1, 2023. The tenant made an oral application to amend her application seeking this relief, stating that in her original application she was seeking “*compensation from the landlord for violations.*”

Counsel for the landlord argued that the tenant's Notice of Dispute Resolution Proceedings was created November 29, 2022 and that from that time forward, the tenant had the opportunity to amend her claim seeking this relief if she desired.

Rule 2.2 and 6.2 both state that a claim is limited to what is stated in the application. Rule 2.5 requires that the applicant must submit a detailed calculation of any monetary claim being made at the same time the application is submitted.

Pursuant to rule 4, a party may amend a claim by completing an amendment form and filing it with the Residential Tenancy Branch as soon as possible and in any event early enough to allow the applicant to ensure the respondent receives it at least 14 days prior to the hearing. The arbitrator may allow an amendment at the hearing **only in circumstances** that can reasonably be anticipated, such as when the amount of rent has increased since an application for dispute resolution was made.

I determined that the principles of natural justice would be breached if I were to allow the tenant's oral application to amend the application. Contrary to rule 2.5, the tenant failed to provide a detailed calculation of the monetary claim sought. This prejudiced the landlord and denied the landlord sufficient time to respond or submit evidence in reply. Further the landlord could not reasonably anticipate what monetary compensation the tenant sought in the submissions filed this morning. Consequently, I denied the tenant's application to amend her application.

#### Conclusion

This tenancy ended in November, 2022. This application does not disclose a dispute that may be determined under part 5 of the Act and pursuant to section 62(4), I dismiss it.

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: April 03, 2023

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Residential Tenancy Branch