



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNDCT, RR, FFT**

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on February 20, 2023 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order granting a rent reduction;
- a monetary order for damage or compensation; and
- an order granting recovery of the filing fee.

The Tenant, the Tenant's occupant K.W., the Landlord, and the Landlord's Counsel R.R. attended the hearing at the appointed date and time. Each party had a witness available, however, the witnesses did not take part in the hearing.

At the beginning of the original hearing, the parties acknowledged receipt of their respective application package and documentary evidence. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The Parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

At the start of the hearing, it was discussed that the parties had a previous Dispute Resolution Hearing on January 19, 2023 which settled not only the Landlord's Application, but also a separate Tenant Application for monetary compensation. The file

numbers relating to the settlement of both these Applications are recorded on the cover page of this decision. Specifically, the January 19, 2023 Decision, the parties agreed;

“6. The parties agree that the Landlord owes the Tenant \$3,000.00, that the Tenant may be provided with a Monetary Order in this amount, and that this amount constitutes full and final settlement of the financial matters claimed by the Tenant in their above noted Application.”

I note that the Tenant agreed to settle their financial matter with the Landlord. I further note that the same financial matters which were settled on are also included in the Tenant's current Application claiming \$13,425.00. The parties agreed during the hearing that these matters were previously settled. While the Tenant stated during the hearing that the issues persist, I find that the Tenant's monetary claims in the current Application are *res judicata*. In other words, the legal issue was resolved in a previous Decision and I have no authority to alter that decision. Therefore, I denied reconsideration of this matter during this hearing.

The Tenant also has a separate monetary claim for \$20,000.00. I note that the Tenant has not provided a monetary order worksheet in their Application to outline how they arrived to that amount. The Landlord's Counsel also indicated a concern with the Tenant's monetary claim as it was not particularized.

According to Section 59 (2) An application for dispute resolution must;

- (a) be in the applicable approved form,
  - (b) **include full particulars of the dispute that is to be the subject of the dispute resolution proceedings**, and
  - (c) be accompanied by the fee prescribed in the regulations.
- (3) Except for an application referred to in subsection (6), a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it, or within a different period specified by the director.
- (5) **The director may refuse to accept an application for dispute resolution if**
- (a) in the director's opinion, the application does not disclose a dispute that may be determined under this Part,
  - (b) the applicant owes outstanding fees or administrative penalty amounts under this Act to the government, or
  - (c) **the application does not comply with subsection (2).**

I find that proceeding with the Tenant's monetary claim at this hearing would be prejudicial to the Landlord, as the absence of particulars that set out how the Tenant arrived at the amount of \$20,000.00 makes it difficult, if not impossible, for the Landlord to adequately prepare a response to the Tenant's claim. The Tenant failed to specify a detailed breakdown of their monetary claim including the amount of each item and what each item being claimed represents in the "Details of Dispute" section of the Application.

For these reasons, the Tenant's Application is dismissed with leave to reapply. The Tenant is reminded to provide a detailed breakdown of her monetary claim and is encouraged to use the Monetary Worksheet available at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca) when submitting a monetary claim. The Tenant may include any additional pages to set out the details of his dispute in their application, as required.

As the Tenant was unsuccessful with their Application, I find that they are not entitled to the return of the filing fee.

### Conclusion

The Tenant's claim for compensation in the amount of \$13,425.00 is dismissed without leave to reapply as the matter is Res Judicata. The Tenant's claim for \$20,000.00 is dismissed with leave to reapply as it does not comply with Section 59 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: June 13, 2023

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Residential Tenancy Branch