



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDCT, OLC, FFT

Introduction and Preliminary Matters

On March 8, 2023, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both the Tenant and the Landlord attended the hearing. 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.

The Tenant advised that she served the Notice of Hearing package to the Landlord by registered mail on or around March 22, 2023, and the Landlord confirmed receiving this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was duly served the Tenant’s Notice of Hearing package.

She then advised that her evidence was served by registered mail to the Landlord on or around March 24, 2023. The Landlord stated that he “probably” received this and that he was prepared to proceed anyways. Based on this testimony, I am satisfied that this evidence was likely served in accordance with the timeframe requirements of Rule 3.14

of the Rules of Procedure (the “Rules”). As such, I have accepted this evidence and will consider it when rendering this Decision.

The Landlord advised that he received vacant possession of the rental unit back on or around April 28, 2023, that despite this, he attached his evidence to the door of the rental unit approximately 15 days ago, and that he then also attached it to the door of the last place he saw her approximately 10 days ago. The Tenant confirmed that she received this evidence on or around June 24, 2023, that she had reviewed it, and that she was prepared to respond to it. As such, I have accepted this evidence and will consider it when rendering this Decision.

All parties agreed that the tenancy started on September 1, 2022, and that the Tenant gave up vacant possession of the rental unit on or around April 28, 2023. As a result, the only matter that will be considered in this hearing pertained to the Tenant’s claim for monetary compensation.

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 applied for a Monetary Order for compensation in the amount of \$3,685.00, and she did not complete a Monetary Order Worksheet to outline the breakdown of her claims. However, while her individual claims were listed on her Application, I note that all the issues that she was claiming compensation for exceeded the amount of \$3,685.00.

When the Landlord was asked if he understood the claims against him, he advised that he was confused as they did not make sense. Given this, I find that it would be prejudicial to proceed as the Tenant has not provided the Landlord with a fair opportunity to understand the claims that are being made. As well, the Landlord has not been afforded a proper opportunity to formulate a defense.

Consequently, I do not find that the Tenant has made it abundantly clear to any party of the exact amounts she believes is owed by the Landlord. As I am not satisfied that the Tenant outlined her claims precisely, with clarity, in accordance with the *Act*, 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 these reasons, I dismiss the Tenant’s Application with leave to reapply.

As the Tenant was unsuccessful in her Application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

I dismiss the Tenant's Application for Dispute Resolution 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: June 29, 2023

Residential Tenancy Branch