



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on November 1, 2019. The Tenant applied for the following, pursuant to the *Residential Tenancy Act* (the *Act*):

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67.

Both sides were present at the hearing. All parties provided testimony and were given a full opportunity to be heard, to present evidence and to make submissions. The Tenant stated he served his Notice of Hearing to the Landlord by registered mail on July 24, 2019. He provided a receipt for this item, showing it was sent. The Landlord stated he didn't get this package. However, pursuant to section 89 and 90 of the *Act*, I deem this package was served on the Landlord 5 days after it was sent, on July 29, 2019.

The Tenant's initial application was for \$150.00. However, he submitted an amendment to our office, changing his claim to \$35,000.00.

I asked the Tenant how he served his amendment to the Landlord, and he stated that the employee of ServiceBC personally went and gave it to the Landlord. The Tenant stated that this was a second and distinct package. The Landlord stated he did not get this document, and has no knowledge of this amendment or how the Tenant could justify asking for \$35,000.00. The Tenant did not have any further proof of service showing he served his amendment to the Landlord. I find the Tenant has failed to prove he has sufficiently served the Landlord with his amendment, such that it could be incorporated into the proceedings today. The Landlord did not submit any evidence.

I note that at several points throughout the hearing, the Landlord took issue with the Tenant's application, in that he did not really understand what he was applying for, or how any of the amounts were arrived at. The Landlord was confused how the claim could go from \$150.00 to \$35,000.00.

I find the Tenant failed to file and serve his amendment, in accordance with the Rules of Procedure (provide evidence that he sufficiently served it to the other party), to update the items and amounts he was seeking. I find the manner in which the Tenant laid out his application was confusing and lacked sufficient clarity. I find this confusion was echoed by the Landlord's testimony.

Furthermore, I note the following portion of the Act:

- 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.
- [...]
- (5) The director may refuse to accept an application for dispute resolution if:
- [...]
- (c) the application does not comply with subsection (2).

As laid out above, I find the Tenant's application did not sufficiently disclose the full particulars of his dispute. He also substantially modified his claim, via his amendment, and failed to demonstrate he served this to the Landlord. I find the manner in which the Tenant applied and amended is prejudicial to the Landlord. Given the totality of the situation, I refuse to accept his application. The Tenant's application is dismissed, with leave.

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: November 04, 2019

Residential Tenancy Branch