



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KINGS APARTMENTS INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction and Preliminary Matters

On April 5, 2022, 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*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, and J.K. attended the hearing as an agent for the Landlord. 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. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing package, and respective evidence packages, were discussed, and there were issues pertaining to sufficient service because the current property management company took over for the previous one on March 1, 2022. However, the Tenant confirmed that she now had the correct service address for the property management company that currently represents the Landlord. Regardless of those service issues, even if I were to accept that proper service was effected, there are concerns with the Tenant’s claims 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 initially applied for a Monetary Order for compensation in the amount of \$35,000.00. However, she later submitted a Monetary Order Worksheet, dated December 5, 2022, claiming for \$20,566.25 instead. The Tenant acknowledged that she did not amend her Application

pursuant to Rule 4.1 to correct this monetary claim, nor did she serve an amendment to the Landlord to inform them of this change, pursuant to Rule 4.6 of the Rules.

Given that this change was done at the last minute, 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 that she is certain 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, 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: December 6, 2022

Residential Tenancy Branch