



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDCT, AAT, LRE, OLC, FFT, MNSDS-DR, FFT, MNRL-S, MNDCL-S, FFL

Introduction

This hearing dealt with three applications pursuant to the *Residential Tenancy Act* (Act).

Two of the Tenant's applications for:

- Compensation for monetary loss or money owed,
- For the Landlord to allow access to the unit,
- To suspend or set conditions on the Landlord's right to enter the rental unit,
- For the Landlord to comply with the Act,
- Return of their security deposit,
- Reimbursement of the filing fees.

And the Landlord's application for:

- To cover unpaid rent, with request to retain the security deposit,
- Compensation for monetary loss or money owed,
- Reimbursement of the filing fee.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence, and Preliminary Matters

The Landlord testified that they received the Proceeding Package and evidence for the Tenant's application of August 14, 2023. The Landlord stated that the evidence only consists of a USB flash drive. The Landlord stated that they did not receive the Proceeding Package and documentary evidence for the Tenant's application of September 19, 2023. The Tenant stated that they attached to the Landlord's door the Proceeding Package of September 19, 2023.

Section 59(3) of the Act and Residential Tenancy Branch (RTB) Rule of Procedure 3.1 both require that an applicant serve the respondent with these documents within three

days of receiving the aforementioned proceeding package from the RTB. Section 89 of the Act set out the special rules of service for an application of dispute resolution.

The Tenant did not do this within the required timeframe or in accordance with the Act, or at all for their application of September 19, 2023. As such, the Landlord has not been provided proper notice of this matter and it would be unfair to proceed with that claim. Given the above, I dismiss the Tenant's application of September 19, 2023 with leave to reapply.

The Tenant stated that they vacated the rental unit on August 26, 2023 and the following claims are moot; for the Landlord to allow access to the rental unit, to suspend or set conditions on the Landlord's right to enter the rental unit, and for the Landlord to comply with the Act, or tenancy agreement. As such, I dismiss these claims without leave to reapply.

The Tenant's monetary claim does not include a Monetary Order Worksheet. The details of the application provide monetary amounts for issues that are not identified or clear for the Arbitrator. During the hearing, I proceeded to hear the monetary claim and asked the Tenant to clarify and explain their claim and related amounts before the Residential Tenancy Branch (RTB). The Tenant did not provide sufficient details of their claim.

Section 59 (2) of the Act states an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. Section 59 (5) states that the director may refuse to accept an application for dispute resolution if the application does not comply with subsection (2).

I find the Tenant's application of August 14, 2023 is incomplete and lacking particulars with respect to what is being claimed. As such, I will not consider the matter before me and I dismiss the Tenant's application with leave to reapply.

The Tenant testified that they received the Landlord's Proceeding Package and documentary evidence in September 2023. The Tenant stated that they received additional documentary evidence from the Landlord two days prior to the hearing and did not have sufficient time to review the evidence. The Landlord's documentary evidence was submitted 7 to 9 days prior to the hearing, and not 14 days prior as per Rule of Procedure 3.14. Due to these service issues, I will not consider the late evidence.

The Landlord's application does not provide details and particulars of their monetary claim. The Landlord stated that in order to fully explain their claim it is important for them to rely on their documentary evidence, however, they understand they would need to reapply given the late evidence is not being considered. As such, I dismiss the Landlord's application with leave to reapply. I did not return the security deposit to the Tenant due to lack of evidence that the Tenant had provided their written forwarding address to the Landlord.

Conclusion

Due to the service and application detail issues described above, I dismiss all applications with leave to reapply.

Should the applicants reapply, I order them to address the service issues by serving the Proceeding Package and documentary evidence in accordance with 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: November 20, 2023

Residential Tenancy Branch