



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      For the landlord: OPC, MND, FF  
For the tenant: CNR, CNC, MNDC, FF

### **Introduction**

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the “Act”).

The landlord’s application contains a request for a monetary order for alleged damage to the rental unit, an order of possession for the rental unit due to alleged cause, and for recovery of the filing fee.

The tenants’ application contains a request for a monetary order for money owed or compensation for damage or loss, an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and a 1 Month Notice to End Tenancy for Cause, and for recovery of the filing fee.

The landlord’s agent and the three tenants attended the telephone conference call hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter all parties were provided the opportunity to present their evidence orally, refer to documentary evidence submitted prior to the hearing, make submissions to me and respond to the other’s evidence.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

***Preliminary matter***-Since the filing of both parties’ applications, the tenancy has ended when the tenants vacated the rental unit on or about April 24, 2014. I therefore have excluded the landlord’s request for an order of possession for the rental unit and the tenants’ request to cancel the 1 Month Notice.

I must also additionally note that the landlord's evidence shows only that the tenants were issued a 1 Month Notice to End Tenancy for Cause, and not a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; the Notice, which was issued was on a standard form supplied by the Residential Tenancy Branch ("RTB"), was on an out-of-date form. The tenants submitted that they only received a copy of the Notice when receiving the landlord's application and the landlord's agent could not provide clear evidence as to when the tenants were served, saying only that he "thinks it was stuck on the door."

### Issue(s) to be Decided

1. Is the landlord entitled to monetary compensation and to recover the filing fee?
2. Are the tenants entitled to monetary compensation and to recover the filing fee?
3. Has either party supplied sufficient particulars with respect to their monetary claim?

### Background and Evidence

As to the landlord's monetary claim of \$2600, he did not provide a detailed calculation or breakdown of his monetary claim in his application.

As to the tenants' monetary claim of \$1000, they likewise did not provide a detailed or breakdown of their monetary claim in their application.

### Analysis and Conclusion

I dismiss the landlord's application and the tenants' application, ***with leave to reapply***, as both parties failed to comply with the *Residential Tenancy Act*, because their application for dispute resolution did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the *Act*. I note that the application form itself signed by each party respectively further instructed both parties to include a detailed calculation with their application.

The landlord and the tenants are also advised that their respective applications are being dismissed, with leave to reapply, due to both parties' failure to comply with the Dispute Resolution Rules of Procedure, specifically section 3.1, which states that the applicant, in this case, both parties, ***must*** file with their application the details of any monetary claim.

I find that proceeding with the landlords' and the tenants' respective monetary claims at this hearing would be prejudicial to the respective respondents, as the absence of particulars, makes it difficult, if not impossible, for each party to adequately prepare a timely response to the claims.

The parties are at liberty to re-apply for their monetary claims as a result, but are reminded to include full particulars of their monetary claim when submitting their application, and are encouraged to use the "Monetary Worksheet" form located on the Residential Tenancy Branch website; [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca).

I do not grant either party the recovery of their filing fee.

I make no findings on the merits of either application for dispute resolution. Leave to reapply is not an extension of any applicable limitation period.

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: May 31, 2014

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Residential Tenancy Branch

