



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction and Preliminary Matters

This hearing convened as a result of a Tenants' Application for Dispute Resolution filed April 14, 2015 wherein they sought monetary compensation for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to recover the filing fee.

Both Tenants attended the hearing.

At the outset of the hearing, counsel for the Landlord's estate, S.B., confirmed the Landlord, T.T., who was the signatory to the residential tenancy agreement and originally named by the Tenants on their application, had passed away. The Tenants amended their application on July 30, 2015 to name, V.T., the spouse of T.T., as well as B.R., the rental agent. V.T. and B.R. attended the hearing.

The hearing process was explained and the participants were asked if they had any questions. All parties provided affirmed testimony. The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

Residential Tenancy Policy Guideline 12. Service Provisions provides that where a party makes an application for arbitration and the respondent has died, the "Estate" must be named and served. In this case, the Tenants failed to name the estate of T.T.

As a further preliminary matter, both the original and amended applications indicated that the Tenants sought monetary compensation in the amount of \$25,000.00. The Tenants also completed a Monetary Order Worksheet wherein they detailed only \$1,765.00 in expenses including moving costs and mold inspection. They did not provide particulars for the balance of the \$23,235.00 claimed.

At the hearing the Tenants confirmed they were in fact seeking an order for \$25,000.00. The Tenant, H.P. confirmed they sought return of rent paid, as well as compensation for personal possessions they allege were damaged due to mold in the rental unit. S.B. confirmed that he had not received particulars of the balance of the \$23,235.00 claimed.

Residential Tenancy Branch Rules of Procedure Rule 2.5 provides that the Applicant must provide a detailed calculation of any monetary claim being made. In this case I find that the Tenants have not provided such a detailed calculation. Further, the principles of natural justice mandate that a party to a dispute know the case against them and be given an opportunity to respond to that case. In this instance, the Tenants failed to provide a detailed calculation of the amounts claimed, and as such, did not provide the Landlords with sufficient particulars to know their case against them.

In all the circumstances, I dismiss the Tenants' application with leave to reapply. I note that this does not extend any time limits imposed by the *Residential Tenancy Act*.

Conclusion

The Tenants failed to name the Landlord's estate and failed to provide sufficient particulars of their monetary claim. Their application is dismissed 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: September 02, 2015

Residential Tenancy Branch

