



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, PSF, RR, O

Introduction

This matter dealt with an application by the Tenants for compensation for damage or loss under the Act, regulations or tenancy agreement, for the Landlord to Comply with the Act, regulations and tenancy agreement, to provide services and facilities as agreed in the tenancy agreement, for a rent reduction while services and facilities are being provided and for other considerations.

The Tenant said they served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on August 18, 2016. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for loss or damage and if so how much?
2. Has the Landlord complied the Act, regulations and tenancy agreement?
3. Are services and facilities being provided as agreed in the tenancy agreement?
4. Is a rent reduction justified for the Tenants?
5. What other considerations are there?

Background and Evidence

This tenancy started in February, 2016 as a fixed term tenancy with an expiry date of February 28, 2017. Rent was \$1,650.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$750.00 on February 12, 2016. The tenancy ended on October 5, 2016.

The Tenant said there were many issues and problems with this tenancy. As a result of these issues and problems the Tenants have made an application for compensation of \$11,814.00.

The Arbitrator asked the Tenants if they had included a monetary worksheet in the application or evidence package sent to the Residential Tenancy Branch and sent to the Landlord. The female Tenant said that she forgot to include the monetary worksheet in the application and the evidence package, but she thought she may have given it to the Landlord. The Landlord said she did not receive the monetary worksheet and she only knew the total amount (\$11,814.00) being claim. The Landlord said she had no idea of the breakdown of the Tenants' claims.

The Arbitrator said that without a detailed calculation of the monetary claim the Landlord does not have the information to provide a defence and the Arbitrator does not have the information to review the claims adequately.

The female Tenant left the conference call abruptly. She did not phone back into the conference call.

Further the male Tenant was asked if the claims for the Landlord to comply with the Act, regulations and tenancy agreement, for service and facilities to be provided and for a rent reduction were still applicable because the tenancy had ended on October 5, 2016. The male Tenant said these claims were no longer necessary as the tenancy has ended. These claims are withdrawn from the application.

Analysis

Rules of Procedure # 3.1 says: The applicant must, within 3 days of the hearing package being made available by the Residential Tenancy Branch, serve each respondent with copies of all of the following:

- a) the application for dispute resolution
- b) the notice of dispute resolution proceeding letter provided to the applicant by the Residential Tenancy Branch;
- c) the dispute resolution proceeding information package provided by the Residential Tenancy Branch;
- d) a detailed calculation of any monetary claim being made;**
- e) a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and
- f) any other evidence, including evidence submitted to the Residential Tenancy Branch with the application for dispute resolution, in accordance with Rule 2.5 [*Documents that must be submitted with an application for dispute resolution*].

I find the Tenants have not provided a detailed calculation of the monetary claim therefore the Landlord does not know what is being claimed against her. Consequently the Landlord cannot provide a comprehensive defense due to lack of information. This prejudices the Landlord position.

Further the Arbitrator requires the detailed monetary calculation in order to review the Tenants' claims accurately. As the Tenant has not provided the required information I dismiss the application with leave to reapply.

Conclusion

The Tenants 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: October 12, 2016

Residential Tenancy Branch