



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, MNDC, FF, O

### Introduction

On August 29, 2016, the Tenants submitted an Application for Dispute Resolution seeking to cancel a 1 Month Notice To End Tenancy For Cause; for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the application. On September 23, 2016, the Tenants amended their application to remove the dispute of the 1 Month Notice To End Tenancy For Cause, and to increase the amount of their monetary claim from \$700.00 to \$2,200.00.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

At the beginning of the hearing the Tenants asked that the Landlord T.T. be excluded from the hearing. The Tenants stated that T.T. was not the Landlord they had a tenancy agreement with. The Tenants named T.T. on their Application for Dispute Resolution.

The Landlord T.T. stated that she is co-owner of the rental unit and that she made decisions regarding the tenancy. The documentary evidence provided by the Landlord contains the name of T.T. within documents pertaining to the tenancy. The 1 Month Notice To End Tenancy For Cause was signed by T.T.

The definition of Landlord under the Act states that a Landlord includes the owner of the rental unit. I find that the T.T. is a co-owner of the rental unit and was summoned to the hearing by the Tenant's own application. I find that T.T. is the Landlord and is permitted to participate in the hearing.

The Landlord T.T. stated that she does not understand what the Tenants are seeking with respect to their monetary claim. The Tenants applied for \$2,200.00 but did not provide a breakdown of the monetary claim.

The Tenants provided a verbal explanation of their claim, and the Landlord stated that she needs more time to consider and prepare for what the Tenants are seeking.

Section 59 of the Act states that an Application for Dispute Resolution must include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings. Section 2.5 of the Residential Tenancy Rules of Procedure states that an applicant must submit a detailed calculation of any monetary claim being made.

### Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

The Tenants did not submit a detailed calculation of their monetary claim. The Landlords did not understand the monetary claim and were not prepared to proceed with the hearing the claims. I find that the Tenants did not provide the full particulars of the dispute with their application.

The Tenant's application is dismissed with leave to reapply. The Tenants are encouraged to provide a monetary worksheet if they re-apply.

### Conclusion

The Tenant's 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 19, 2016

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Residential Tenancy Branch

