



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WESTCAN PROPERTY LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, RPP

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied for a monetary order in the amount of \$26,500.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and for the return of the tenant's personal property.

The tenant and an agent for the landlord ("agent") appeared at the teleconference hearing. The parties had the hearing process explained to them and were affirmed. The parties were also provided an opportunity to ask questions about the hearing process.

### Preliminary and Procedural Matters

At the outset of the hearing, the agent was asked if he understood the tenant's monetary claim. The agent testified that he did not know why the tenant is seeking \$26,500.00 nor could read the tenant's details of dispute. As a result, the parties were advised that the tenant's application was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (*Act*), because the tenant's application did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the *Act* and Rule 2.5 of the Rules of Procedure.

Specifically, the tenant failed to provide a breakdown for the \$26,500.00 amount claimed and portions of the details of dispute were not legible. I find that proceeding with the tenant's claim at this hearing would be prejudicial to the landlord, as the absence of particulars that set out how the tenant arrived at the amounts being claimed makes it difficult, if not impossible, for the landlord to adequately prepare a response to the tenant's claim. In addition, I find the tenant's request for the return of his personal

property is directly related to the monetary claim of which no monetary breakdown was provided by the applicant tenant.

Both parties have the right to a fair hearing and the respondent is entitled to know the full particulars of the claim made against them at the time the applicant submits their application. Given the above, the tenant is granted liberty to reapply but is reminded to provide full particulars of their monetary claim. The tenant may include any additional pages to set out the details of their dispute in their application, as required.

In addition to the above, neither party provided an email address and were advised that the decision would be sent by regular mail as a result of no email addresses being provided by either party.

### Conclusion

The tenant's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The tenant is at liberty to reapply for their monetary claim, however, are encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 1, 2018

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Residential Tenancy Branch