



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL, FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The landlord applied for a monetary order in the amount of \$17,213.42 for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and for the recovery of the cost of the filing fee.

The landlord and the tenant appeared at the teleconference hearing. The parties had the hearing process explained to them and were affirmed. The tenant confirmed having been served with evidence by the landlord and having the opportunity to review that evidence. The tenant also confirmed that he did not submit any documentary evidence in response to the landlord's application.

Preliminary and Procedural Matters

At the outset of the hearing, I attempted to confirm how the landlord reached the amount of \$17,213.42 as claimed. Instead of completing the Monetary Order Worksheet, the landlord wrote "see attached written estimate" and yet did not sufficiently breakdown the monetary claim in that estimate. The landlord then attempted to refer to various emails, which I find did not add up to the amount claimed and was unclear. As a result, the parties were advised that the landlord's application was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (Act), because the landlord'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 Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules").

Specifically, the landlord failed to provide a breakdown for the total amount claimed and it is not up to the other party or the arbitrator to guess as to how the applicant arrived at the amount claimed. I find that proceeding with the landlord's claim at this hearing would be prejudicial to the tenant. I have reached this finding as the absence of particulars that set out how the landlord arrived at the amount being claimed makes it difficult, if not impossible, for the tenant to adequately prepare a response to the landlord's claim. I also note that the landlord applied on August 17, 2018 so has had ample opportunity to submit the detailed information about their monetary claim.

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 landlord is granted liberty to reapply; however, I encourage the landlord to provide full particulars of their monetary claim and to complete the Monetary Order Worksheet in full. The applicant may include any additional pages to set out the details of their dispute in their application, as required.

As both parties confirmed their email address during the hearing, this decision will be emailed to both parties.

Conclusion

The landlord's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The landlord is at liberty to reapply for their monetary claim; however, is encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted. I do not grant the filing fee as a result of insufficient details.

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: December 11, 2018

Residential Tenancy Branch