



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PAZAZ HOLDINGS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNRL-S, MNDCL-S, 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 \$12,651.35 for unpaid rent or utilities, loss of rent, damages to the unit site or property, for compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

An agent for the landlord SR ("agent") and a witness for the landlord KR attended the teleconference hearing. The agent had the hearing process explained to them and were affirmed. The agent was also provided an opportunity to ask questions about the hearing process.

Preliminary and Procedural Matters

At the outset of the hearing, the agent was advised that the landlord's application was being refused, pursuant to section 59(5)(c) of the *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 \$12,651.35 amount claimed at the time the landlord applied or at any time before the hearing. In fact, the monetary order worksheet submitted in evidence only listed \$771.75. Furthermore, the agent failed to provide any documentary evidence to support that they had the authority to act as agent for the landlord named on the tenancy agreement submitted in evidence. I find that proceeding with the landlord's claim at this hearing would be prejudicial to the tenants, 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 tenants to adequately prepare a response to the landlord's claim. Furthermore, without signed authority from the landlord to indicate that the agent is acting on behalf of the landlord, I am not satisfied that there is sufficient evidence before me that the agent was acting under the authority of the landlord for this application.

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 but is reminded to provide full particulars of their monetary claim. The applicant may include any additional pages to set out the details of their dispute in their application, as required. The applicant should also provide a signed authorization from another party if they are acting as agent for the applicant.

In addition to the above, as email addresses were included for both parties, the parties will receive this decision by email at the email addresses indicated on the application.

I do not grant the landlord the recovery of the cost of the filing fee due to the failure to comply with Rule 2.5 of the RTB Rules.

Conclusion

The 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 in accordance with Rule 2.5 of the RTB Rules. I do not grant the filing fee. This decision does not extend any applicable timelines under the *Act*.

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: April 3, 2019

Residential Tenancy Branch