



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NBCUSTOMS
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 \$3,100.00 for damages to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

Two agents for the landlord SS and RC ("agents") attended the teleconference hearing. The agents had the hearing process explained to them and were affirmed. The agents were also provided an opportunity to ask questions about the hearing process.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), application and documentary evidence were considered. The agents provided affirmed testimony that the Notice of Hearing, application and documentary evidence were served on the tenant by registered mail on December 17, 2018. The agents provided a registered mail tracking number in evidence and confirmed that the name and address on the registered mail package matched the name of the tenant and the address for the tenant, although the agents later confirmed the tenant failed to provide a written forwarding address to the landlord. The registered mail tracking number has been included on the cover page of this decision for ease of reference.

Documents sent by registered mail are deemed served five days after mailing pursuant to section 90 of the *Act*. According to the online registered mail tracking website information, the tenant signed for and accepted the registered mail package on

December 24, 2018. I find the tenant was duly served on the day the tenant signed for and accepted the registered mail package on December 24, 2018.

Preliminary and Procedural Matters

At the outset of the hearing, the agents were 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 \$3,100.00 amount claimed at the time the landlord applied or before the 14 day deadline under the Rules to submit evidence expired. Furthermore, the amounts claimed in the application also did not add up to \$3,100.00. I find that proceeding with the landlord's claim at this hearing would be prejudicial to the tenant, as the absence of particulars that set out how the landlord arrived at the amounts being claimed makes it difficult, if not impossible, for the tenant to adequately prepare a response to the landlord's claim. I note the landlord applied on December 12, 2018, which provided significant time for the landlord to comply with Rule 2.5, however, the landlord failed to do so.

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.

In addition to the above, as an email address was included for the parties, the parties will receive this decision by email at the email addresses listed on the application.

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

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 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 10, 2019

Residential Tenancy Branch