



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL-S, MNDCL, FFL

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The landlords applied for a monetary order in the amount of \$15,896.18 for damages to the rental 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.

SJ attended the teleconference hearing and claimed to be an agent for the landlords. SJ had the hearing process explained to them and was affirmed. SJ was also provided an opportunity to ask questions about the hearing process.

During the hearing, two unknown callers who refused to identify themselves when asked on multiple occasions called into the hearing at 1:30 p.m., 1:35 p.m., 1:37 p.m. and 1:39 p.m., Pacific Time on April 25, 2019. On each occasion the callers did not identify themselves or speak, and when cautioned that they would be disconnected from the teleconference if they did not identify themselves, there was no response. Finally, at 1:40 p.m. Pacific Time on April 25, 2019, the teleconference hearing was locked through the telephone console to prevent those callers from continuing to call in and not identify themselves.

Preliminary and Procedural Matters

At the outset of the hearing, SJ was advised that the landlords' application was being refused for two reasons. Firstly, pursuant to section 59(5)(c) of the Act because the landlords' 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 landlords did not provide a detailed breakdown of the entire claim for \$15,896.18 which I find is a very specific amount. In addition, SJ was advised that the monetary order worksheet states 2 amounts which total \$7,853.50 and the other portions of the application of \$1,700.00 and \$5,950.00 do not add up to \$15,896.18. I find that proceeding with the landlords' claim at this hearing would be prejudicial to the tenant, 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 tenant to adequately prepare a response to the landlords' claim. I note the landlords submitted their application on December 31, 2018, which provided significant time for the landlords to comply with Rule 2.5, however, the landlords 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 landlords are granted liberty to reapply but are 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.

Secondly, I find that the landlords failed to submit any supporting documentary evidence and did not attend the hearing to confirm that SJ is authorized to act as their agent. Consequently, SJ is reminded to ensure that a signed authorization is submitted into evidence if the landlords do not intend to attend a future hearing to provide direct testimony.

As email addresses were included for both parties on the application, the parties will receive this decision by email at the email addresses listed on the application.

I do not grant the landlords the recovery of the cost of the filing fee due to the issues listed above.

Conclusion

The landlords' application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The landlords are at liberty to reapply for their monetary claim; however, are encouraged to provide a thorough detailed breakdown of any future monetary claim at the time an application is submitted in accordance with Rule 2.5 of the RTB Rules. In addition, all amounts should total what is being claimed.

I do not grant the filing fee as indicated above.

This decision does not extend any applicable timelines under the *Act*.

This decision will be emailed to the parties as indicated above.

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: May 1, 2019

Residential Tenancy Branch