



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNDCL, FFT, FFL

Introduction

This hearing was set to deal with monetary cross applications. The tenants applied for compensation of \$30,000.00 for damages or loss under the Act, regulations or tenancy agreement. The landlords applied for compensation of \$20,000.00 for damages or loss under the Act, regulations or tenancy agreement. Both parties appeared at the hearing.

At the outset of the hearing, I explored service of hearing documents upon each other. The tenants testified that they sent their proceeding package and evidence to the landlord named on their tenancy agreement, referred to by initials JD, via registered mail on February 5, 2019. JD confirmed receipt of the package sent to him by registered mail.

The landlords testified that they sent their response to the tenants' claim to the tenants via registered mail on April 26, 2019. The tenants confirmed receipt of the landlord's response via registered mail.

The landlords testified that in the one package they sent on April 26, 2019 they also included a copy of the proceeding package for the application they filed against the tenants and evidence in support of their claims against the tenants. The landlords stated that they did not send a separate package to each tenant since the tenants reside at the same address. The tenants denied that the landlord's Application for Dispute Resolution was included in the registered mail package sent to them on April 26, 2019.

I noted that both parties had provided a Monetary Order worksheet to the Residential Tenancy Branch and completed the first page, but the second page, where space is provided to list the individual amounts claimed, was left blank.

I noted that the tenants alleged multiple losses or breaches in their details of dispute. The landlords indicated they did not know how the tenants arrived at a claim of \$30,000.00. The tenants stated that they found it difficult to place a monetary value on the losses and were of the view I would determine the loss for each issue.

The landlords stated they had a detailed breakdown of their claim for \$20,000.00 but they acknowledged they did not serve it upon the tenants or submit it to the Residential Tenancy Branch.

I determined that it would be unfair and prejudicial to proceed with either application for the following reasons.

The dispute resolution process is based on the principles of natural justice. In accordance with the principles of natural justice a person is entitled to be notified of the claims being made against them and the basis for those claims so that they may provide a defence or response. Section 59 of the Act provides that an applicant must provide full particulars as to the matter under dispute and section 89(1) requires that a monetary claim be served upon the respondent in person or by registered mail. Where there is more than one respondent, the applicant must serve each respondent, even if the respondents reside at the same address or are related. The Rules of Procedure further provide that a monetary claim must also be accompanied by a detailed monetary calculation and served upon the respondent along with the proceeding package. Instructions pertaining to service of proceeding packages and evidence are provided to applicants with the proceeding package.

I find the tenants did not sufficiently set out how they arrived at a monetary claim of \$30,000.00 by providing a calculation which would expect especially considering the tenants appear to be alleging multiple issues and breaches over a period of time.

I find the landlords application was not served upon each respondent, if it was served. Further, the landlords did not provide their detailed monetary calculation either.

In light of the above, I declined to proceed with either claim and I dismissed both applications with leave to reapply.

On another note, the tenants pointed out that there is only one landlord identified on their tenancy agreement yet two persons appeared as landlords at the hearing. I referred the parties to the definition of "Landlord" under section 1 of the Act which includes an owner of the property or a person authorized to act on behalf of the owner.

It is possible that both persons appearing as landlords at the hearing do meet the definition of landlord; however, I have made no finding in this regard since I declined to proceed with either application.

The landlords pointed out that only one of the tenants named had signed the tenancy agreement. I informed the parties that determining whether there is one or more tenants may be a preliminary issue to raise at the future hearing, assuming the parties reapply, but that I would not make any such determination in this decision since I have declined to proceed with either application.

I encouraged both parties to familiarize themselves with the Act, regulations, applicable policy guidelines and Rules of procedure before filing another Application. This information is available on the Residential Tenancy Branch website and/or by contacting an Information Officer.

Conclusion

Both the tenant's application and the landlord's application are dismissed with leave to reapply. This does not extend any applicable time limit that may apply under the Act.

This decision 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 21, 2019

Residential Tenancy Branch