



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, 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 tenant applied for a monetary order in the amount of \$3,779.55 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.

The landlord attended the teleconference hearing. The landlord had the hearing process explained to them and were affirmed. The landlord was also provided an opportunity to ask questions about the hearing process.

Preliminary and Procedural Matters

At the outset of the hearing, the landlord was advised that their application was being refused, pursuant to section 59(5)(c) of the *Act* because their 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 \$3,779.55 amount claimed at the time the landlord applied or before the 14 day deadline under the Rules to submit evidence expired. 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. I note the landlord applied on March 6, 2019, 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 landlord may include any additional pages to set out the details of their dispute in their application, as required.

In addition to the above, as the landlord provided email addresses for both 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: June 24, 2019

Residential Tenancy Branch