



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, CNC, MNDCT, OLC, AAT, FFT

### Introduction

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenants applied for an order requiring the landlord to make emergency repairs to the rental unit, an order cancelling the landlord's 1 Month Notice to End Tenancy for Cause (the "Notice"), a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation, for an order requiring the landlord to comply with the Act, an order allowing the access to the rental unit by the tenant and their guests, and for recovery of the filing fee paid for this application.

The listed tenant and the landlords attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

### Preliminary and Procedural Matters

During the hearing, the listed landlord, GS, stated that he had no ownership interest in the residential property and was not a landlord; rather, there were four owners in total, all family members, including the listed landlord, HC.

GS said he lived in the residential property and attended to the details of the tenancy on behalf of the four owners. GS confirmed that there was no written tenancy agreement or proof of rent or a security deposit paid by the tenants.

The tenants did not name the other three owners, as they were informed to deal with the listed landlords here and there was no written tenancy agreement.

Additionally, the tenant confirmed that they vacated the rental unit on May 26, 2019, and as a result, I informed the tenant that as the tenancy had ended, I would no longer need to consider her requests for orders for the landlords and an order cancelling the landlords' Notice. That portion of the tenants' application is dismissed.

The remaining issues in the tenants' application dealt with their request for a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation and for recovery of the filing fee paid for this application.

During the hearing, the parties were advised that the tenants' application was being refused, pursuant to section 59(5)(c) of the Act because the tenants' 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 (the "Rules").

Specifically, the tenants failed to provide a breakdown for the \$1,800.00 amount claimed at the time the tenants applied or before the 14 day deadline under the Rules to submit evidence expired. I find that proceeding with the tenants' claim at this hearing would be prejudicial to the landlords, as the absence of particulars that set out how the tenants arrived at the amounts being claimed makes it difficult, if not impossible, for the landlords to adequately prepare a response to the tenants' claim.

Both parties have the right to a fair hearing and the respondents are entitled to know the full particulars of the claim made against them at the time the applicant submits their application. Given the above, the tenants are granted liberty to re-apply but are reminded to provide full particulars of their monetary claim. The tenants may include any additional pages to set out the details of their dispute in their application, as required.

In addition to the above, as both parties provided email addresses, the parties will receive this decision by email at the email addresses confirmed during the hearing.

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

The landlords are advised that under section 13 of the Act, to comply with their legal obligation, a landlord is required to prepare a written tenancy agreement for every tenancy and that the written tenancy agreement must conform to any requirements under the Residential Tenancy Regulations and this section. This written tenancy agreement must be provided to the tenant. (emphasis added)

The landlords are further advised that under section 26 of the Act, to comply with their legal obligation, they are required to provide a tenant with a receipt for rent paid in cash. (emphasis added)

### Conclusion

The portion of the tenants' application dealing with their request for orders for the landlords is dismissed.

The portion of the tenants' application for an order for monetary compensation has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act. The tenants are at liberty to reapply for their monetary claim; however, they are 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.

The landlords are reminded of some of their legal obligations required by 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: June 10, 2019

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Residential Tenancy Branch