



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding C.Q. ENTERPRISES LTD.  
and [tenant name suppressed to protect privacy]

## DECISION

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

### 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"). landlord applied for a monetary order in the amount of \$5,328.00 for damage to the unit, site or property, for unpaid rent or utilities, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

Tenant JH ("tenant") and two agents for the corporate landlord KQ and DY ("agents") attended the teleconference hearing. The parties had the hearing process explained to them and were affirmed. The parties were also provided an opportunity to ask questions about the hearing process.

### Preliminary and Procedural Matters

At the outset of the hearing, the parties 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 \$1,983.00 damage portion of their claim by item, the \$400.00 portion of office and service people, and \$700.00 for extra-ordinary administrative costs 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 amounts 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 April 2, 2019, which provided significant time for the tenant to comply with Rule 2.5, however, the landlord failed to do so.

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 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.

I also note that Rule 2.9 of the RTB Rules does not permit a claim to be divided. It is for this reason that I am not proceeding with the remainder of the landlord's application at this proceeding.

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. For ease of reference, the email address of tenant JH has been included on the cover page of this decision.

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, including the specific of each amount and how the applicant arrived at the amounts claimed, 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 will be emailed to tenant JH and the landlord. An email address for tenant NLS was not provided at the hearing as tenant NLS did not attend the hearing.

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: July 15, 2019

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Residential Tenancy Branch