



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: MNDCT, FFT, CNL, OLC, PSF, RP, RR

### Introduction

In this dispute, the tenants sought various orders under the *Residential Tenancy Act* (the “Act”). However, at the start of the hearing, the tenant explained that they had since vacated the rental unit to which many of her claims related, and that she only sought to pursue the monetary aspect of her application, including the filing fee recovery.

The tenants applied for dispute resolution on November 14, 2019 and a dispute resolution hearing was held on January 7, 2020. One of the two tenants, and the landlord, attended the hearing, and they were given an opportunity to be heard, to present testimony, to make submissions, and to call witnesses. No issues regarding the service of evidence were raised by the parties.

I have only considered evidence relevant to the preliminary issue of the application.

### Preliminary Issue: Compliance with Subsection 59(2) of the Act (“Full Particulars”)

At the outset of, and in preparation for, the hearing, I reviewed in excess of 200 pages of various documents submitted by the tenants. The documentation consisted of various Residential Tenancy Act forms, receipts, text message screenshots, agreements, photographs, and lengthy, detailed notes pertaining to various matters.

What not a single document contained was a clear, succinct, and cogent description of the specific matters for which the tenants sought \$17,000.00 in compensation from the landlord. The most important document, the Residential Tenancy Branch’s *Tenant’s Application for Dispute Resolution* (the “Application”) under the sections indicated to be claims simply indicated “SEE ATTACHED”. For example, Section D of the Application indicated that the tenants were seeking compensation for monetary loss or other money owed, there is a large field in which an applicant is instructed exactly as follows:

**You must describe why this monetary order or rent reduction is being requested**

In two or three sentences, describe the issue. Include any dates, times, people or other information that says who, what, where and when the issue arose or the event occurred. Provide a detailed calculation of any monetary claim below or attached using *Monetary Order Worksheet* (form RTB-37). Attach a separate sheet if necessary. Any additional sheets must be numbered and signed.

The tenants, instead of following the instructions, simply wrote “SEE ATTACHED”.

While it is important for an arbitrator not to summarily dismiss a claim based on an applicant’s oversight in this regard, an applicant must, at a minimum, articulate *what* it is that they seek and *why*. With respect to the tenant’s argument that everything related to the claim “is in there [the multiple documents]”, I disagree. Nowhere in the tenants’ submitted documents is there a clear statement as to the particulars of their claim. To be clear, lengthy handwritten descriptions of ongoing issues is not providing the full particulars of a claim. That is not to say that the notes and detailed prose submitted is not valuable in supporting an argument, but without something to tie them together, such as a clear narrative or subject-driven descriptions, the specific issues are unclear.

During her testimony the tenant explained that the \$17,000.00 represented damages for various items, including human rights issues, privacy breaches, loss of quiet enjoyment, intimidation, repairs, loss of laundry services, and so forth. However, nowhere in their application are these various heads of damages laid out in any understandable manner. Moreover, when I pressed the tenant to answer whether she had completed and submitted a Monetary Order Worksheet (which is required as per the Application’s instructions), her response was that she “couldn’t possibly itemize everything” and that no such worksheet was submitted.

Further to the requirement that an application must provide full particulars, I refer to subsection 59(2) of the Act, which states that

An application for dispute resolution must

- (a) be in the applicable approved form,
- (b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, and
- (c) be accompanied by the fee prescribed in the regulations.

What is it meant by “full particulars”? It is, to paraphrase a definition that I find to be reasonable, a concise statement of the material facts that led to the application for dispute resolution. It does not mean submissions that are simply “full” of information related, directly or indirectly, to the particulars or specific problems.

Having carefully reviewed the tenants’ documentary submissions, I conclude that there is no concise statement of the material facts concerning the application. There is, I find, no full particulars that are a requirement to proceed under the Act.

On a final note, it is important for the parties to note that full particulars are necessary for procedural fairness and natural justice. What this means is that without full particulars, it becomes unfairly difficult for the opposing party (and the independent decision maker, for that matter) to understand the case that the opposing party is expected to confront.

For the reasons that I have explained above, I find that the tenants have not met the requirements under the Act to proceed.

### Conclusion

I hereby dismiss the tenants’ application with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: January 8, 2020

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Residential Tenancy Branch