



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, FFT

### Introduction

On December 31, 2019, the Tenants made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Tenant B.H. attended the hearing. The Landlord attended the hearing with R.B. attending the hearing as co-owner and co-Landlord. All in attendance provided a solemn affirmation.

The Tenant advised that the Notice of Hearing and evidence package was served to the Landlord by registered mail on or around January 4, 2020 and the Landlord confirmed that he received this package. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord has been served with the Notice of Hearing and evidence package.

The Landlord advised that he served his evidence to the Tenant on May 22, 2020 to the email address she listed on her Application. However, the Tenant did not receive this evidence as she stated that she has blocked the Landlord from emailing her. Regardless, I have not made any findings with respect to accepting or excluding this evidence as it was a moot point, per my findings below.

Section 59(2) of the *Act* requires the party making the Application to detail the full particulars of the dispute. During the hearing, the Tenant was asked to outline their requests for monetary compensation totaling the \$35,000.00 that they were seeking. The Tenant claimed that she was seeking this amount due as compensation for all the rent she has paid for the four years that she lived there. When she was asked to elaborate on the breakdown of her claims, she was unable to specifically identify what were the breaches under the *Act* committed by the Landlord and how her compensation

was attributed accordingly. Furthermore, she did not elaborate on the breakdown of this claim in her Application, nor did she do so in her evidence or through use of a Monetary Order Worksheet. In essence, she was unable to provide a detailed breakdown summarizing their claims for this amount, nor did they provide one to the Landlord. Moreover, it was not clear to me what the Tenants were specifically claiming for.

The Landlord acknowledged that the Tenants' claims were not clearly outlined, and he was not sure how to respond to the claims of \$35,000.00.

When reviewing the evidence before me, as I have not heard any submissions with respect to the Tenants' specific claims, as I do not find that the Tenants have made it abundantly clear to any party that they are certain of the exact amounts they believe are owed by the Landlord, and as I am not satisfied that the Tenants outlined their claims precisely, with clarity, I do not find that the Tenants have adequately established a claim for a Monetary Order pursuant to Section 59(2) of the *Act*. As Section 59(5) allows me to dismiss this Application because the full particulars are not outlined, for the stated reasons above, I dismiss the Tenants' Application with leave to reapply.

As the Tenants were unsuccessful in their Application, I find that the Tenants are not entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

I dismiss the Tenants' Application for Dispute Resolution 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 *Residential Tenancy Act*.

Dated: May 29, 2020

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Residential Tenancy Branch