



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent;
- compensation for a monetary loss or other money owed; and
- recovery of the filing fee.

The landlord, her agent, the listed tenant and the tenant's agent attended the hearing.

The landlord and her agent were asked some questions about her application, evidence, and tenancy details.

The landlord said that the tenancy ended at the end of July 2018.

Preliminary and Procedural Matters

At the outset of the hearing, the landlord was advised that her application was being refused, pursuant to section 59(5)(c) of the Act because the landlord's application did not provide sufficient particulars of her claim for compensation, as is required by section 59(2)(b) of the Act. Additionally, Rule 2.5 of the Residential Tenancy Branch Rules of Procedure (Rules) states that the applicant must submit a detailed calculation of any monetary claim being made and copies of all other documentary and digital evidence to be relied on in the proceeding. Applicants are provided with instructions in the application package as to these evidence requirements.

The objective of the Rules is to ensure a fair, efficient, and consistent process for resolving disputes for landlords and tenants.

Specifically, the landlords failed to provide a breakdown of the amount claimed of \$1,134.23 at the time the landlord applied on or about June 17, 2020, or at any time from the date of her application.

The landlord's evidence I reviewed showed the evidence was available in 2017 and 2018. As well, at the hearing, the landlord's agent said the claim had been changed.

I find that proceeding with the landlord's claim at this hearing would be prejudicial and procedurally unfair 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. As noted, the landlord applied on June 17, 2020, which provided significant time for the landlords to comply with Rule 2.5, however, she 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.

Although I am not dismissing the landlord's application, as I am refusing to hear the application, the landlord was made aware in the hearing that an application for dispute resolution must be made within 2 years of the date that the tenancy to which the matter relates ends or is assigned.

In this case, the 2 year limitation period ended at the end of July 2020, as the landlord said the tenancy ended at the end of July 2018.

I do not grant the landlord the recovery of the cost of the filing fee as I have not considered the merits of her application.

Conclusion

The landlord's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act.

The landlord was informed the limitation period for filing a claim against the tenants expired at the end of July 2020.

I do not grant the filing fee.

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: October 9, 2020

Residential Tenancy Branch