



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, RPP

Introduction

This hearing was convened as per the tenant's Application for Dispute Resolution (the "Application") seeking remedy under the *Residential Tenancy Act* (the "Act"). The tenant applied for a monetary order in the amount of \$1,400 for money owed or monetary loss. Additionally, they applied for a return of their personal property from the landlord.

The landlord and tenant both attended the teleconference hearing on May 11, 2021. After an explanation of the rules on how the hearing should proceed in an orderly fashion, each party affirmed an oath before providing oral testimony and submissions on the issues.

Neither party could verify they received prepared materials of the other in advance. Although the landlord assured service of their prepared documents to the tenant via registered mail, that mail remained unclaimed at a local post office. Despite this, the landlord provided their opinion that the tenant would possess originals of all documents they submit. The landlord maintained they received no documentation from the tenant, only the Notice of Dispute Resolution that gives the date, time, and conference call information.

Preliminary and Procedural Matter

Once the documentary evidence issues were addressed during the hearing, the parties then explained their own positions on the matters concerning rent amounts paid, utility amounts paid, and the return of the tenant's personal property.

On my review of the tenant's Application, and the testimony they provided, I refuse their Application for monetary relief. This is pursuant to s. 59(5)(c) of the *Act*. The tenant did not

provide sufficient particulars of their claim for compensation as is required by s. 59(2)(b) of the *Act*.

I find that proceeding with the tenant's monetary claim in this hearing would be prejudicial to the landlord, as the absence of particulars that set out how they arrived at the amount of \$1,400 for their claim makes it difficult, if not impossible, for the landlord to adequately prepare a response to the tenant's claim. In the hearing, the tenant did not provide a calculation of the total amount, comprised of missing personal items, portions of rent paid, and a percentage of utilities paid. The tenant failed to specify a detailed breakdown of their monetary claim including the amount of each item and what each item being claimed represents. This information was neither in the Application, nor did they provide a written account of this. This lack of particulars is contrary to the principles of natural justice and procedural fairness.

Given the above, the tenant is at liberty to reapply; however, I remind the tenant to provide a detailed breakdown of a monetary claim, using materials provided by the dispute resolution branch to facilitate this. They may include any additional pages to set out the details of their dispute in more detail, as is required.

Conclusion

I refuse the tenant's Application pursuant to s. 59(5)(c) and 59(2)(b) of the *Act*. The tenant is at liberty to reapply for a monetary claim; however, such a claim requires detail when their application is submitted.

This decision is final and binding on the parties. 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 11, 2021

Residential Tenancy Branch