



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S

Introduction

This hearing was convened as per the landlord's Application for Dispute Resolution (the "Application") seeking remedy under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order in the amount of \$35,000 for money owed or monetary loss.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on May 27, 2021. The landlord attended the telephone conference call hearing; the tenant did not attend.

Preliminary and Procedural Matter

To proceed with this hearing, I must be satisfied that the landlord made reasonable attempts to serve the tenant with the notice of this hearing. This means the landlord must provide proof that the document was served in a verifiable manner allowed under section 89 of the *Act* and I must accept that evidence. In the hearing the landlord stated they sent a screenshot of the Notice of Dispute Resolution document to the tenant's online social media account. This was the primary means of communication between the two parties. The landlord also stated they did not receive any response from the tenant for quite some time, and they were not able to confirm that the tenant had knowledge of this hearing.

The tenant did not attend the hearing, although I left the teleconference hearing connection open until 2:25 p.m. to enable them to call in to this teleconference hearing scheduled for 1:30 p.m. I confirmed the correct call-in numbers and participant codes were provided in the Notice of Dispute Resolution generated when the landlord applied.

I also confirmed throughout the duration of the call that the tenant was not in attendance.

I find the landlord did not serve the Notice of Dispute Resolution, nor their prepared evidence to the tenant in a manner that is approved as per the *Act* and the *Residential Tenancy Regulations*.

In their application, the landlord did not provide full particulars of their claim for compensation. This is required by s. 59(2)(b) of the *Act*. Pursuant to s. 59(5)(c), I am refusing this application.

Proceeding with the landlord's monetary claim at this hearing is prejudicial to the tenant. The absence of particulars that set out how the landlord arrived at the claimed amount of \$35,000, as input on their Application, was not provided. It is difficult, if not impossible, for the tenant to adequately prepare a response to the claim. The monetary claim is not broken down into discrete points; therefore, I am unable to grant monetary compensation where there are no specifics for amounts for each item, and what items are being claimed. In the hearing, the landlord listed a number of different amounts and stated that work was ongoing.

The landlord 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.

I grant the landlord leave to re-apply for monetary compensation. For this hearing I make no findings on the merits of their claim. I remind the landlord to provide a full accounting of particulars, with evidence to verify the amounts. There is a monetary order worksheet available for this purpose.

Further, I advise the landlord to provide complete service of their hearing package to the tenant and the branch well in advance of a scheduled hearing. The Rules of Procedure are explicit on these points. The *Residential Tenancy Branch Policy Guidelines* and the *Residential Tenancy Regulation* provide additional practice rules for service.

Conclusion

I refuse the landlord's Application pursuant to s. 59(5)(c) and 59(2)(b) of the *Act*. The landlord may 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 s. 9.1(1) of the *Residential Tenancy Act*.

Dated: May 27, 2021

Residential Tenancy Branch