



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction, Preliminary and Procedural Matters

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent;
- compensation for alleged damage to the rental unit by the tenants; and
- to recover the cost of the filing fee.

At the beginning of the hearing, the landlord was in attendance and the tenants were not. Consideration of the landlord's service of their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) was considered.

The landlord testified that she served each of the two tenants with her application package by registered mail, and filed in evidence were the Canada Post registered mail receipts, which contained the tracking numbers.

I accept the landlord served her application to the tenants as required by the Act.

When questioning the landlord about the details of her application, the tenant, DP, called into the hearing 13 minutes after it began and immediately began loudly and repeatedly stating the word, "Punjabi". I was able to determine that the tenant was requesting a Punjabi interpreter.

I informed the tenant, the Residential Tenancy Branch (RTB) would not provide the Punjabi interpreter, and that it was her responsibility to have someone present at the hearing. Directly thereafter, the landlord's son announced himself and said he could provide interpretation for his mother.

I continued my questioning of the landlord about her application, and thereafter, I informed the landlord I could not proceed with her application due to the confusing and inconsistent monetary claim. The monetary claim listed by the landlord on their application was **\$9,955.80**.

The landlord's application listed that part of her claim was **\$5,123.40**, for unpaid monthly rent. However, the landlord agreed that the tenant did not owe any monthly rent.

Additionally, the landlord's monetary claim on the monetary order worksheet attached to her application was listed as **\$10,688.52**.

For these reasons, I then advised the parties that the landlord's application for monetary compensation was being refused, pursuant to section 59(5)(c) of the Act, because her application for dispute resolution 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 RTB Rules of Procedure (Rules) states that the applicant must submit a detailed calculation of any monetary claim being made. Applicants are provided with instructions in the application package as to these evidence requirements.

I find that proceeding with the landlord's monetary claim at this hearing would be prejudicial to the tenant, as the absence of clear evidence that sets out a specific amount claimed would make it impossible to properly respond to the landlord's application. The landlords failed to specify a consistent and non-contradictory breakdown of their monetary claim in their application and evidence.

Therefore, the landlord is at liberty to reapply, however, is reminded to review their application and evidence to ensure that the claimed amounts are consistent.

I do not grant the landlord the recovery of the cost of the filing fee as a result.

The tenant is reminded that at any future dispute resolution hearing, they should have their own interpreter present to provide those services.

Conclusion

The landlord's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act, due to insufficient evidence. The landlord is at liberty to reapply for her monetary claim.

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 15, 2021

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Residential Tenancy Branch