



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR-S, MND-S, MNDC-S, FF

Introduction

This hearing was convened as a result of the landlords' 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 tenant;
- compensation for a monetary loss or other money owed;
- authority to keep the tenant's security deposit and pet damage deposit to use against a monetary award; and
- to recover the cost of the filing fee.

The landlords attended the hearing; however, the tenant did not attend, although I find the landlords served the tenant in a manner allowed by the order for substituted service granted to them by an adjudicator with the Residential Tenancy Branch (RTB) in a Decision dated August 9, 2021.

Preliminary and Procedural Matters

At the outset of the hearing, the landlords were advised that their application was being refused, pursuant to section 59(5)(c) of the Act because the landlords' application did not provide sufficient particulars of their claim for monetary 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. The 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 \$12,800 at the time the landlords applied on or about July 2, 2021, or at any time from the date of their application.

I find that proceeding with the landlords' claim at this hearing would be procedurally unfair to the tenant, as the absence of particulars that set out how the landlords arrived at the amounts being claimed makes it difficult, if not impossible, for the tenant to adequately prepare a response to the landlords' claim, if they choose.

Both parties have the right to a fair hearing and the respondent is entitled to know the full particulars of the claim made against them at the time the applicant submits their application.

The landlords are granted leave to reapply.

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

Conclusion

The landlords' application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act. The landlords are at liberty to reapply for their monetary claim.

I do not grant recovery of the filing fee.

This decision does not extend any applicable timelines under the *Act*.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: February 14, 2022