



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened as a result of the tenants' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenants filed for compensation for a monetary loss or other money owed and recovery of the cost of the filing fee. The application was filed on November 16, 2021.

The tenants, the listed landlord, and the landlords' legal counsel (counsel) appeared, and the issue of jurisdiction was discussed, due to the amount of the tenants' monetary claim.

In their application, the tenants stated the amount of the claim was \$35,000. The tenants' evidence filed with their application on November 18, 2021, an 18-page written statement, contained no breakdown of their monetary claim. Within the statements, the tenants requested an order for the landlords "to pay us a compensation for damage and loss for *the first* \$35,000 cumulative difference between our current rent and the market rent of a similar property in a similar neighborhood for the period until our son graduates from high school in June 2026".

Beginning on June 1, 2022, and continuing to June 8, 2022, the tenants submitted a significant amount of additional evidence. At the hearing, the tenant said that their claim had changed since their application was filed as the tenancy ended.

Within the additional evidence, the tenants included a monetary order worksheet on the RTB form. Although the tenants stated on the form that their claim was \$35,000, the explanation and details contained on the same form shows a total claim of \$87,412.

The tenant submitted that they amended their original monetary claim, but also confirmed that they had not filed an amended application.

Preliminary and Procedural Matters

Although the parties were advised at the hearing that I would decline to consider the tenants' application as their monetary claim exceeded the jurisdictional limit of the Residential Tenancy Branch (RTB), upon further reflection of the evidence and testimony, I refuse the tenants' application pursuant to section 59(5)(c) of the Act.

The tenants' application did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act. Additionally, the RTB Rules of Procedure (Rules) 2.5 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 tenants failed to provide a breakdown of the amount claimed of \$35,000 at the time the tenants applied on or about November 16, 2021, or at any time from the date of their application, until they supplied a significant amount of supporting documentary and digital evidence to the RTB beginning June 1, 2022, and continuing to June 8, 2022. I find that an application for dispute resolution may only be amended through an application, not through evidence.

As noted above, the breakdown of the tenants' monetary claim was \$87,412, which exceeds the jurisdictional limit of \$35,000 allowed under the Act.

I find that proceeding with the tenants' claim at this hearing would be prejudicial and procedurally unfair to the respondents, as the absence of particulars that set out how the tenants arrived at the amounts being claimed makes it difficult, if not impossible, for the respondents to adequately prepare a response to the claim. I note the tenants applied on November 16, 2021, which provided significant time for the tenants to comply with Rule 2.5, however, they failed to do so.

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 when receiving the applicant's application.

The tenants are granted liberty to reapply but are reminded to provide full particulars of their monetary claim and that their monetary claim may not exceed the jurisdictional amount of \$35,000. However, I note that the tenant said their claim had changed since their application was filed.

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.

Although the landlord's counsel requested that I dismiss the tenants' application without leave to reapply, I am unable to do so, as I have not considered the merits of their application.

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(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: July 06, 2022

Residential Tenancy Branch