



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, RP, FF

Introduction, Preliminary and Procedural Matters-

This hearing convened to deal with the tenants' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenants applied for a reduction in monthly rent and an order requiring the landlord to make repairs to the rental unit. The tenants also asked to recover the filing fee paid for the application.

The tenants and the landlord's agent (agent) attended, and the hearing process was explained. The parties were informed that preliminary and procedural matters would be addressed at the beginning. All parties were affirmed and each confirmed receipt of the other's evidence.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Are the tenants entitled to an order for repairs to the rental unit and a reduction in monthly rent?

Background and Evidence

The written tenancy agreement filed in evidence indicated that this tenancy began on August 1, 2021, for a fixed-term, through July 30, 2022, and monthly rent of \$1,850. The tenancy converted to a month-to-month tenancy thereafter.

The tenant said the tenancy ended on June 30, 2022, although they vacated on June 18, 2022.

The tenants' application for an order for repairs is now moot, as the tenancy has ended.

As to the tenants' request for a monthly rent reduction, the tenants listed a monetary claim the amount of \$2,775. In their application, the tenants wrote the following:

Since December, 11, 2021 we have been living in unsanitary conditions due to rodent feces and urine. We have sent multiple repair requests to our landlord since to try and solve this issue but have they have not done their part as requests have been denied or repairs that have been done were done poorly. We keep our unit very clean no food out on the counters and doors and windows always closed. The building has had a rodent issue since 2013 and it was not disclosed to us before signing the lease.

[Reproduced as written]

The tenant said at the hearing that they wanted a 25% rent reduction and confirmed they did not provide this figure or a breakdown of the claimed amount in their evidence or application.

Analysis

I dismiss the tenants' request for an order for repairs, without leave to reapply, as the tenancy ended by June 30, 2022. This matter relates to an ongoing tenancy.

As to the tenants' request for a reduction in monthly rent, I find the tenants' request should have been appropriately listed as a general monetary claim. I find the explanation provided was not for a reduction in rent, but rather a request for compensation. From a review of the tenants' evidence, I find the tenants failed to provide a breakdown or particulars of the claim as to how the tenants arrived at the amount listed.

The tenants were informed that their application was being refused, pursuant to section 59(5)(c) of the Act because I find that the application provided insufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act. Additionally, Rule 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 RTB provides monetary order worksheet forms parties may use to detail their monetary claim.

The objective of the Rules is to ensure a fair, efficient, and consistent process for resolving disputes for landlords and tenants.

I find that proceeding with the monetary claim at this hearing would be prejudicial and procedurally unfair to the other party, as the absence of particulars that sets out how the tenants arrived at the amount being claimed makes it difficult, if not impossible, for the other to adequately prepare a response to the claim.

Both parties have the right to a fair hearing and the respondents are entitled to know the full particulars of the claim made against them at the time the applicant submits their application in order to prepare a response.

I therefore **dismiss** the tenants' application for monetary compensation, **with leave to reapply**. The tenants' request for an order for repairs was dismissed, without leave to reapply.

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

Leave to reapply does not extend any applicable time limitation period.

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: October 03, 2022