



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE CORP, THE TOWNSHIP OF LANGLEY
B.C. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RPP

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 on March 8, 2022 for compensation for a monetary loss or other money owed and an order requiring the landlord to return their personal property.

Two of the tenants and the landlord's agents attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

The matter of the tenants' monetary claim and evidence was discussed at the beginning of the hearing. In the tenants' original application, the tenant provided a recounting of some events leading to the end of this tenancy, and putting a claim amount of \$35,000, with no breakdown or accounting of the claim.

On October 17, 2022, the tenant submitted an amended application with the Residential Tenancy Branch (RTB). In this amended application, the tenant added new claims of \$10,000 and \$5,000 to the original monetary claim of \$35,000.

In the landlord's evidence was a partial copy of the original application served to the landlord, which was distinctly different from the application filed with the RTB. The application served to the landlord's contained handwriting describing hotel costs, storage costs, new monthly rent for the tenants' current rental unit of \$2,950 x 12 months, *"damage deposit, bailif possessions, \$, mental, emotional, financial, physical bankrupt, adverse effects, trauma - tormented threats of homelessness..."* The copy filed in the application did not contain anything in this box, and no handwritten notations.

I note that although there was no breakdown on the application originally filed with the RTB, the claim of 12 times the monthly rent of \$2,950 at the tenants' new home alone exceeds the jurisdictional for claims under the Act. It was clear from the description in the landlord's copy of the tenants' application that the monetary claim would be additional to the actual listed claim.

The tenants' monetary claim was at least \$50,000, apart from any added claims for the other issues listed, which exceeds the jurisdictional limit of \$35,000 allowed under the Act.

Section 58(2)(a) states that I must not determine a dispute if the amount claimed for debt or damages is more than the monetary limit for claims under the *Small Claims Act*.

Tenancy Policy Guideline 27 states that the director can decline to resolve disputes for monetary claims that exceed the limit set out in the *Small Claims Act*, currently \$35,000.

Additionally, this Guideline states:

If a claim for damage or loss exceeds the small claims limit, the director's policy is to decline jurisdiction. This ensures that more substantial claims are resolved in the BC Supreme Court, where more rigorous and formal procedures like document discovery are available.

In addition, section 59(5)(c) of the Act requires the applicant to provide sufficient particulars of their application. 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. 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. The respondents are entitled to know the specific claim against them.

For these reasons, I find I have no jurisdiction to decide tenants' monetary claim. As a result, I **decline** the tenants' application for monetary compensation as the evidence shows their claim exceeded the jurisdictional amount allowed under the Act.

As to the tenants' request for an order requiring the landlord to return their personal property, the description in the tenants' application is that they are claiming for a return of personal property the bailiffs removed when enforcing the Supreme Court's Writ of Possession when the tenants refused to vacate the rental unit after an order of possession of the rental unit was served. The Writ of Possession was filed in evidence.

I have authority under the Act to decide disputes between landlords and tenants and tenancy related matters. I find I have no authority over private individuals or companies hired to enforce Supreme Court Writs of Possession. I therefore dismiss this claim, without leave to reapply.

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: November 03, 2022

Residential Tenancy Branch