



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL MNDCL FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary order in the amount of \$13,596.51 for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the filing fee.

The landlord and tenant, LS (tenant) appeared at the teleconference hearing. The hearing process was explained to the parties and the parties were affirmed. The parties were also provided the opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matter

At the outset of the hearing, the landlord was advised that before we proceeded with the hearing, and after I dealt with service issues, the parties were advised that I would only be proceeding with the landlord's application if sufficient details were provided to explain to the respondents and the arbitrator what the details of the monetary claim were.

The landlord was advised that both the original application and their amended application fail to include a matching Monetary Order Worksheet (Worksheet). In addition, the original Worksheet stated a total of \$1,156.06 in unpaid utilities. The amended application is in the amount of \$13,596.51 and the landlord, after several opportunities, was unable to provide sufficient details on how they arrived at \$13,596.51.

During the hearing, the parties were advised that the application was being refused, pursuant to section 59(5)(c) of the Act because the landlord's application did not provide

sufficient particulars of their claim for compensation which matched the MOW, as is required by section 59(2)(b) of the Act.

I find that proceeding with the landlord's monetary claim at this hearing would be prejudicial to the tenants as the absence of particulars that set out how the landlord arrived at the amount of \$13,596.51 makes it difficult, if not impossible, for the tenants to adequately prepare a response to the landlord's claim. The landlord failed to specify a detailed breakdown of their monetary claim including the amount of each item and what each item being claimed represents. During the hearing, the landlord admitted that much time has passed since they applied for dispute resolution and the hearing date.

The landlord is at liberty to reapply; however, is reminded to provide a detailed breakdown of their monetary claim and are encouraged to use the Monetary Order Worksheet (Form RTB-37) when submitting a monetary claim, which can be found at the following website:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms>

The landlord may include any additional pages to set out the details of their dispute in their application, as required.

The filing fee is not granted due to a service issue.

Pursuant to section 62(3) and further to the landlord's request during the hearing, I grant the landlord permission to serve the tenant LS via email at the email address listed on the cover page of this decision.

Conclusion

The landlord's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act.

The landlord is at liberty to reapply for their monetary claim; however, are encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted. Failure to do so could result in the application being refused again with leave to reapply not being granted.

This decision will be emailed to tenant, LS and will be sent by regular mail to tenant, WE.

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

The filing fee is not granted.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 12, 2022

Residential Tenancy Branch