



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC, FF

Introduction, Preliminary and Procedural Matters-

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied for compensation under section 51(2) of the Act, for 12 times the monthly rent payable under the tenancy agreement if the landlord fails to use the rental unit for the stated purpose of the Two Month Notice to End Tenancy for Landlord's Use of Property (Notice) issued by the landlord.

The tenant and the landlord 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, with one exception.

Thereafter, preliminary matters were discussed prior a hearing on the merits of the application.

The tenant's monetary claim is \$27,700, which was described as, "Equivalent to 1 years rent at my new rental".

The tenant confirmed during the hearing her monthly rent at the end of this tenancy was \$1,000. The tenant's current monthly rent is unknown.

Analysis and Conclusion

At the outset of the hearing, the tenant was advised that her application for monetary compensation was being refused, pursuant to section 59(5)(c) of the Act, because the

application did not provide sufficient particulars of the claim for compensation, as is required by section 59(2)(b) of the Act.

Further, Rule 2.5 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) states that a detailed calculation of any monetary claim be submitted at the same time as the application for dispute resolution 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 worksheets on their website to assist in breaking down a claim.

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

In this case, the tenant wrote in her application a description of a claim that is not allowed under section 51(2) of the Act, if the claim was for the equivalent of 12 months rent under the tenancy agreement. If the tenant wanted to claim more than this amount, or \$12,000 (12 x \$1,000), the tenant did not specify.

I find that proceeding with the tenant's claim at this hearing would be prejudicial to the landlord, as the absence of particulars that set out how the tenant arrived at the amount being claimed, makes it difficult, if not impossible, for the landlord to adequately prepare a response to the tenant's claim.

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.

Given the above, the tenant is granted leave to reapply but is reminded to provide full particulars of her monetary claim.

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

I do not grant the tenant the recovery of the cost of the filing fee as I have not considered the merits of the 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: January 05, 2023

Residential Tenancy Branch