



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT FFT

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 applied for a monetary order in the amount of \$2,100 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenants and two agents for the landlord, JP and LP (agents) appeared at the teleconference hearing. The hearing process was explained to the parties and all 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 Matters

At the outset of the hearing, the tenants were asked how they arrived at the amount of \$2,000 being claimed, excluding the filing fee, and the tenants mentioned a couple months of rent, which was \$825 per month. The application does not mention a claim for return of rent. In fact, there was no documents titled "Monetary Order Worksheet" and when the tenant was asked how they arrived at the amount of \$2,000 their reply was that it was just an arbitrary number but that they wanted moving costs and cleaning expenses. The tenants' write in their application details the following:

Our landlord was incredibly hostile and aggressive which forced us to move a year early - we had a move planned in a year. We want to be compensated for the moving and cleaning expenses, gas expenses, and compensation for loss of quiet enjoyment for the stress and abuse we suffered.

[reproduced as written]

The parties were advised that I did not understand how the tenants arrived at the amount of \$2,000, which when adding the filing to the claim increases it to \$2,100. The agents were asked if they understood the claim, and they replied that they did not.

The tenants were advised that their application was being refused, pursuant to section 59(5)(c) of the Act because their application for dispute resolution did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act. For example, the tenants failed to submit and name a document a “Monetary Order Worksheet” and as such, provided no specific amounts or breakdown of how they arrived at the amount claimed. In addition, the tenants failed to mention anything about the return of rent.

I find that proceeding with the tenants’ monetary claim at this hearing would be prejudicial to the landlord, as the absence of particulars that set out how the tenants arrived at the amount of \$2,000 makes it difficult, if not impossible, for the landlord to adequately prepare a response to the tenants’ claim.

The tenants are at liberty to reapply; however, are reminded to provide a detailed breakdown of their monetary claim and are encouraged to use the Monetary Order Worksheet (RTB-37) available at <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms/forms-listed-by-number> when submitting a monetary claim. The applicant may include any additional pages to set out the details of their dispute in their application, as required.

I do not grant the filing fee as this matter was refused as noted above.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Conclusion

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

The tenants are 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 the parties at the email addresses confirmed as noted above.

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: January 31, 2023

Residential Tenancy Branch