



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding Mee Hoi Bros Company Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, MNETC

Introduction

This hearing dealt with an application by the tenants pursuant to the Residential Tenancy Act (the “Act”) for the following orders:

- a monetary order for compensation for the landlord failing to accomplish the stated purpose on a notice to end tenancy pursuant to section 51 or 51.4; and,
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67.

VM, a tenant appeared at the hearing. BM, a landlord and JS, agent for the corporate landlord appeared at the hearing.

The parties were cautioned that recording of the hearing is prohibited pursuant to Rule of Procedure 6.11.

Analysis and Conclusion

The tenants applied for a monetary order for compensation for the landlord failing to accomplish the stated purpose on a notice to end tenancy pursuant to section 51 or 51.4. However, when questioned, the tenant confirmed that no notice to end tenancy pursuant to section 51 or 51.4 was issued. On that basis, the tenant was informed that their application pursuant to section 51 of the Act is not applicable to their circumstances and is therefore dismissed without leave to reapply.

The tenants applied for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67. However, the tenant was

informed that this application was being refused, pursuant to section 59(5)(c) of the Act, because the application did not include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, as is required by section 59(2)(b) of the Act.

The objective of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) is to ensure a fair, efficient, and consistent process for resolving disputes for landlords and tenants.

Rule 2.5 of the RTB Rules of Procedures requires to the extent that it is possible, the applicant must submit a detailed calculation of the any monetary claim being made.

In this case, I find that the tenants have not provided a detailed calculation of their monetary claim. Rather the tenants indicate that they are seeking a monetary claim of \$20,000.00 which they submit is 20% of the total amount of rent they paid over the 8.5 year tenancy. However, the sum of \$20,000.00 is not consistent with their claim and appears to be an approximation. Further, the tenant indicated that their claims are regarding an ant infestation, asbestos, mold, carpets, and a stove. However, the tenants have not provided a breakdown or detailed calculation of these claims.

Based on the foregoing, I find that proceeding with the tenant's application at this hearing would be prejudicial to the landlords, as the absence of particulars that set out the tenant's claim, makes it difficult, if not impossible, for the landlords to adequately prepare a response to the tenant's application.

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.

Given the above, I **dismiss** the tenants' application pursuant to section 67 of the Act, **with leave to reapply**, as I have made no findings of fact or law with respect to this dispute. Leave to reapply does not extend any applicable time limitation periods.

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*.

Dated: June 12, 2023

Residential Tenancy Branch