



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes DRI, MNDC, FF

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 to dispute a rent increase that is above the amount allowed by law; compensation for a monetary loss or other money owed, and recovery of the filing fee.

The tenants and the landlord attended, and the hearing process was explained. All parties were affirmed.

The parties were informed that preliminary and procedural matters would be addressed at the beginning of the hearing prior to a hearing on the merits of the application.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issues

Have the tenants provided sufficient particulars of their claims?

Are the tenants entitled to the monetary compensation as noted above?

Analysis and Conclusion

The tenant said that they and another tenant moved into the residential property in September 2020. The tenants' application, however, said the tenancy began on September 1, 2022.

According to the tenant, a few months later, tenant IW moved in and a new tenancy was established. Since that time, various other tenants have come and gone, and new tenancy agreements have been signed.

The tenant said that they moved from the rental unit in December 2022, and officially were gone by the end of January 2023. In their application filed on February 16, 2023, the tenants said they were current tenants.

As to the dispute of the rent increase, the tenants wrote the following:

And the rent went from \$933 per tenant to \$1067 for a 15% increase with a difference of \$134 and that amount over six months for the two individuals listed on this claim comes to a total of \$1608. Whereas if the legally agreed-upon increase of 2% over the six months would it cumulate to \$224. So, rather than asking for the full amount back we would like to ask for at minimum the difference of \$1384.

As to the claim for other compensation, the tenants wrote the following:

I would like compensation for the full security deposit returned with the allotted interest of 1.95% for a total of \$1088. \$533 per person listed on this claim, for a total of \$1066 plus an additional \$21 for the 1.95%.

After a lengthy discussion, the tenants were advised that their 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 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 tenants described in their claim that the monthly rent was \$933 per tenant and the rent was increased by 15%. The total amount asked for did not match their description as the monthly rent was the amount listed on the tenancy agreement. Apart from that, the tenants' evidence showed that in each new tenancy agreement, each tenant signed the tenancy agreement. I find this demonstrates that each tenant listed was a co-tenant, with each having the same rights and responsibilities jointly and/or individually. I find it was difficult to assess the claim as the tenants attempted to remove one co-tenant, which made their calculations confusing and inconsistent with their claim.

As to the tenants' request for a return of their security deposit, I find their description did not match the details of the claim. At the time their application was filed, the tenancy was ongoing, according to their application; however, the tenants provided inconsistent information when they vacated and did not provide sufficient evidence that they served the landlord with their written forwarding address prior to making this application.

I find that proceeding with the tenants' claim at this hearing in light of the confusing and inconsistent evidence any claim 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 tenants are granted leave to reapply but are reminded to provide full particulars of their monetary claim.

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

I do not grant the tenants recovery of the cost of the filing fee as I have not considered the merits of the application.

Information for the tenants –

While the tenants are granted leave to reapply, the tenants should be informed under a co-tenancy agreement, when one tenant vacates a rental unit, the tenancy ends for all tenants, as the tenants are jointly and severally liable. Tenancy Policy Guideline 13 states that when co-tenants wish to remain in the rental unit after one co-tenant leaves, the landlord and tenant must enter into a new written tenancy agreement and can include other terms than the original tenancy agreement that just ended.

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: June 12, 2023

Residential Tenancy Branch