



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOMINION LENDING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (the "Application") seeking remedy under the *Residential Tenancy Act* (the "*Act*"). The tenants applied for a monetary order in the amount of \$15,152.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for double the recovery of the cost of their security deposit and/or pet damage deposit, and to recover the cost of the filing fee.

The tenants, a witness for the tenants, a student clinician for the tenants and the landlord attended the teleconference hearing.

Preliminary and Procedural Matters

At the outset of the hearing the parties were advised that the tenants' Application was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (*Act*), because the tenants' application for dispute resolution provided contradictory particulars of their monetary claim, and did not comply with section 59(2)(b) of the *Act*.

I find that proceeding with the tenants' monetary claim at this hearing would be prejudicial to the landlord for three reasons. Firstly, the landlord confirmed that he did not understand the monetary amount claimed by the tenants. Secondly, the amount listed on the tenants' application was a very specific amount of \$15,152.00 and the two monetary order worksheets and separate piece of paper provided three different monetary amounts, none of which matched the application claim of \$15,152.00. Tenant P.F. testified that they estimated the original amount claim, but I find \$15,152.00 is not an estimate and is a very specific number so do not accept that as a reasonable explanation. Thirdly, the tenants did not amend their application at any time prior to the hearing and as a result, in the absence of a matching amount between the application amount claimed and a monetary breakdown of that amount it would be difficult, if not

impossible, for the respondent landlord to adequately prepare a response to the tenants' claim. Therefore, I find that by providing contradictory amounts is contrary to the principles of natural justice and procedural fairness and I find it would be prejudicial to landlord to not have properly set out the entire monetary claim and submit evidence that matches the claim submitted.

Given the above, 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 Worksheet available at www.rto.gov.bc.ca when submitting a monetary claim and to use one claim form with multiples pages if necessary, not multiple worksheets with different amounts.

While not a consideration for this decision, I note that the landlord testified that he has a related application scheduled for July 31, 2017, the file number of which has been included on the cover page of this decision for ease of reference. Should the tenants decided to reapply, the tenants may wish to request that their application be joined with the landlords' application scheduled to be heard on July 31, 2017.

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 and that the application matches the documentary evidence submitted. This decision does not extend any applicable timelines under the *Act*.

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: March 9, 2017

Residential Tenancy Branch