



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

At the outset of the hearing the Landlord and the Tenant agree that the matter of the security deposit was resolved at a previous dispute resolution hearing on March 09, 2012. As that matter has been resolved, the parties were advised I do not have jurisdiction to re-consider that matter.

At the outset of the hearing the Landlord agreed that the Landlord has not submitted a detailed calculation which clearly outlines why the Landlord is making a claim for \$8,300.00. The Tenant stated that she does not fully understand the details of the Landlord's claims.

The Landlord and the Tenant were advised that the application for compensation for damages to the rental unit was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act (Act)*, because the Application for Dispute Resolution did not provide sufficient particulars of his claim for compensation for damages, as is required by section 59(2)(b) of the *Act*. In reaching this conclusion, I was strongly influenced by the absence of a list of alleged damages that show how much compensation the Landlord is claiming for each damaged item and there is no indication of the amount of rent that is allegedly in arrears. I find that proceeding with the Landlord's claim for would be prejudicial to the Tenant, as the absence of particulars makes it difficult, if not impossible, for the Tenant to adequately prepare a response to the claims. The Landlord retains the right to file another Application for Dispute Resolution in which he claims compensation for damages to the rental unit.

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: May 10, 2012.

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Residential Tenancy Branch