



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order for unpaid rent and for damage to the unit, site or property, for authority to retain the tenants' security deposit, and to recover the filing fee.

A tenant, the landlord and an agent for the landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing both parties were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Preliminary Matters

The initial hearing was adjourned as a tenant claimed he did not receive the evidence package from the landlord. In the interests of natural justice, the hearing was adjourned to allow for the tenant to review the evidence of the landlord. At the reconvened hearing, the tenant who appeared confirmed he received the full evidence package from the landlord. I find the tenants were served in accordance with the *Act*.

The landlord's monetary claim stated \$1,660.35 but did not include details of the monetary claim. In the landlord's evidence package, the landlord increased the monetary claim to \$2,712.05, but did not attend the Residential Tenancy Branch to amend their application. This resulted in the claim submitted for dispute resolution as \$1,660.35, and the evidence package stating a different amount of \$2,712.05. The landlord also provided a detailed list in the evidence package of the monetary claim for \$2,712.05, however the amounts listed total \$3,112.05 which makes the claim unclear.

Analysis and Conclusion

The landlord did not properly amend her monetary claim and failed to provide a monetary worksheet or details of the amount being claimed. The landlord submitted the details of her amended claim through evidence, which is not permitted under the *Act*,

Regulation or Rules of Procedure. In addition, the landlord's amended amount of \$2,712.05 did not match the actual totals of \$3,112.05, thereby resulting in an unclear claim.

Given the above, **I find** that landlord has provided an unclear claim without supporting details of the claim. Therefore, **I dismiss** the landlord's application without leave to reapply. As the landlord continues to retain the \$600.00 security deposit of the tenants, **I order** the landlord to immediately return the security deposit of \$600.00 to the tenants.

I do not grant the landlord the recovery of the filing fee.

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: July 25, 2012

Residential Tenancy Branch