



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNR, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (the "Act"). The landlord applied for a monetary order for damage to the rental unit, money owed or compensation for damage or loss and unpaid rent and for recovery of the filing fee.

The parties appeared and were affirmed into the hearing.

### Background and Evidence

This fixed term tenancy began in November 2002, ended at the end of July 2011, and monthly rent was \$1042.00.

The landlord listed their monetary claim in their application, in the amount of \$7087.24, in the details of the dispute portion of the application; however the landlord did not provide an itemized listing of the monetary claim as required by the Act and as requested in the application.

Additionally, the landlord did not provide a separate itemized listing of their claim; rather the landlord provided numerous documents, which were unnumbered and unclear as to what the landlord was claiming.

### Analysis and Conclusion

The landlord's agents were advised that their application for monetary compensation was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act (Act)*, because their application for dispute resolution did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the *Act*. In reaching this conclusion, I was further influenced by the tenant's testimony that they did not understand the breakdown of the request of the landlord.

I find that proceeding with the landlord's monetary claim at this hearing 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.

Conclusion

I therefore refuse the landlord's application for dispute resolution.

The landlord is granted leave to reapply.

I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

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: July 27, 2012.

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Residential Tenancy Branch