



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for money owed or compensation for damage or loss and a monetary order for a return of his security deposit.

The parties, including the applicant/tenant's spouse, appeared; at which point the spouse presented that she would be representing the tenant.

Preliminary Issue-When the tenant's spouse was questioned as to the lack of particulars listed in the tenant's application, the spouse said the respondent/landlord knew what they were claiming. The spouse repeated herself numerous times, became argumentative, and I cautioned her about talking over me. I also asked the spouse to stop interrupting; however she continued to do so, making the same arguments repeatedly.

I then placed the tenant's portion of the telephone conference call hearing in the mute mode so that I could complete my reasoning. In explanation to the landlord, I said that the tenant could hear the other parties in the hearing; however, we would be unable to hear the tenant or his spouse.

Background and Evidence

The tenant listed his monetary claim in his application in the amount of \$1157.50, in the details of the dispute portion of the application; however the tenant did not provide an itemized listing or an explanation of the monetary claim as required by the Act and as requested in the application.

Additionally, the tenant provided no written evidence.

Analysis

The tenant was advised that his application for dispute resolution seeking monetary compensation and recovery of his security deposit was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act (Act)*, because his application for dispute resolution did not provide sufficient particulars of his claim for compensation, as is required by section 59(2)(b) of the *Act*. In reaching this conclusion, I was further influenced by the landlord's testimony that he did not understand the breakdown of the request of the tenant as none was provided.

I find that proceeding with the tenant's monetary claim at this hearing would be prejudicial to the landlord, as the absence of particulars makes it difficult, if not impossible, for the landlord to adequately prepare a response to the claim.

Conclusion

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

The tenant is granted leave to reapply.

I make no findings on the merits of the application. 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* and is being mailed to both the applicant and the respondent.

Dated: January 29, 2013

Residential Tenancy Branch

