



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing was scheduled to deal with a landlord's application for a Monetary Order for damage to the rental unit and unpaid rent. The tenant did not appear at the hearing.

The landlord provided multiple tracking numbers in an attempt to prove the hearing documents were sent to the tenant at her current service address. I noted some of the tracking numbers consistent with registered mail that requires the recipient to sign for the package and other tracking numbers consistent with packages that do not require a signature of the recipient. The landlord acknowledged that various correspondence was sent to the tenant around that time but provided sworn testimony that the package sent via registered mail on May 31, 2013, for which a signature of the tenant was available to prove she received the mail, contained the hearing documents for this proceeding. I cautiously proceeded to hear from the landlord based upon her undisputed sworn testimony concerning service of the hearing documents.

At the outset, the landlord had requested her monetary claim be amended. Upon further enquiry, the landlord indicated she was uncertain as to how she calculated the amended claim. I noted that in filing this Application for Dispute Resolution the landlord had requested compensation of \$5,500.00 but did not provide a breakdown as to the amount attributable to rent or the amount attributable to damage. I further noted that the landlord had provided numerous copies of receipts for various purchases but did not provide a Monetary Order worksheet or other similar document to itemize and total the individual amounts claimed. I noted that relevant documentation missing and documentation of questionable relevance was submitted. In summary, I found the landlord largely unprepared and the written submissions largely unorganized in order to proceed with this claim.

Section 59 of the Act provides that an Application must include full particulars of the subject that is under dispute. The purpose of this section of the Act is so that the respondent and the Arbitrator may understand, prepare for, and respond to the matter

under dispute. In my opinion I found the Application for Dispute Resolution lacked full particulars in order for a reasonable person to comprehend the claim against the tenant.

Since the tenant did not appear at the hearing and did not provide any submissions in response to this Application for Dispute Resolution I found the tenant not prejudiced by dismissing this Application for Dispute Resolution with leave to reapply.

In light of the above, the landlord is granted leave to reapply within the time limit specified by the Act.

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: August 22, 2013

Residential Tenancy Branch

