



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MND, MNDC, FF

### Introduction and Preliminary Matter

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for alleged damage to the rental unit, a monetary order for money owed or compensation for damage or loss, for authority to retain the tenants' security deposit, and for recovery of the filing fee.

The tenant was present at the beginning of the hearing and the landlord appeared 5 minutes into the hearing, at which time the matter of the landlord's application was discussed as to whether the application was in compliance with the Act.

The landlord's application requested monetary compensation of \$3500; however, the landlord in his application did not provide a separate itemized listing or an explanation or breakdown of the monetary claim as required by the Act; rather he provided in several separate evidentiary submission numerous, unnumbered documents, which included receipts and a monetary claim exceeding the monetary claim listed in his application.

The tenant stated that she never received any documentary evidence from the landlord.

I must note that the tenants have filed their own application for dispute resolution which is currently set for hearing on related issues before another Arbitrator on January 21, 2014.

### Analysis and Conclusion

The landlord was advised that his application for dispute resolution requesting monetary compensation was being refused, pursuant to section 59 (5)(a) of the *Residential Tenancy Act*, because his application did not provide sufficient particulars of his claim for compensation, as is required by section 59(2)(b) of the *Act*.

I find that proceeding with the landlord's monetary claim at this hearing would be prejudicial to the respondents, as the absence of particulars in the application makes it difficult, if not impossible, for each party to adequately prepare a response to the claims. The landlord's monetary claim may not be laid out in his documentary evidence; as well,

the landlord may not amend his monetary claim listed in his application through his documentary evidence.

I note that the landlord countered that he believed he had complied with the Act, as he had a copy of a guidebook to the Residential Tenancy Act; however the landlord was informed that this was not the actual Act itself and that if he had questions, he should call the Residential Tenancy Branch ("RTB") to speak with an information officer or obtain a copy of the Act itself.

I note further that despite any material suggesting that the parties had free reign to submit any evidence up to 5 business days before the hearing, the Dispute Resolution Rules of Procedure (Rules), available for examination on the RTB website, requires that all evidence available at the time of the filing of an application must be submitted at the time of the application and served upon the other party and the RTB. Additionally, all evidence should be filed and served on the other party as soon as the evidence becomes available. The parties are invited to review Rules 3.4, 3.5, and 4.1 of the Rules.

### Conclusion

Due to the above, I therefore refuse the landlord's application for dispute resolution.

The landlord is granted leave to reapply for dispute resolution.

I make no findings on the merits of the landlord's application for dispute resolution. 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 landlord and the tenants.

Dated: November 20, 2013

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Residential Tenancy Branch

