



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPC MND MNR MNSD MNDC FF

Introduction

This hearing dealt with the landlord's application for an order of possession, a monetary order and an order to retain the security deposit as partial compensation of the monetary claim. As the tenants had already vacated the rental unit at the outset of the tenancy, I did not hear any evidence regarding an order of possession, and dismissed those portions of the landlord's application. The landlord and two tenants, SB and SR, called in to the teleconference hearing.

Preliminary Issue – Division of Claim

The landlord named two individuals, SB and SR, as respondents in this matter. At the outset of the hearing, the landlord stated that she wished to amend her application to remove SR as a respondent, and withdraw \$741.25 of her \$3982.50 monetary claim. I amended the landlord's application, and SR exited the teleconference hearing.

The landlord stated that she had calculated the division of her claim based on one-third of the portion of the claim that the landlord believed was the responsibility of SR. This did not include lost rent for November 2013 and garbage removal and cleanup: the landlord stated that these amounts were owed by SB and a corporate entity owned by SB. The remainder of the claim the landlord divided by three, based on the assumption that there were three tenants, SB, SR and the corporate entity, and the landlord sought two-thirds of that remainder as against SB. The landlord did not name the corporate entity as a respondent. The tenancy agreement indicates that the corporate entity may have been a named tenant. The landlord did not provide any evidence that SB was the owner or agent of the corporate entity.

SB stated that the other tenant, SR, was owner of the company until January 1, 2014, when ownership transferred to SB. Therefore, SR was the owner of the company for the duration of the tenancy.

Under section 59 of the Act, an application must provide sufficient particulars of their claim. In this case, I find that the landlord's claim was not sufficiently particular, given the confusing division of the claim. It would not have been apparent to the remaining named respondent, SB, what the landlord was claiming against him, and would therefore not have afforded him the opportunity to effectively respond to the landlord's claim. I therefore dismiss the application with leave to reapply.

Conclusion

The landlord's monetary claim is dismissed with leave to reapply.

I note that it appears the landlord still holds \$200 of the security deposit; the security deposit must be dealt with in accordance with 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: February 3, 2014

Residential Tenancy Branch

