



# Dispute Resolution Services

Page: 1

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 under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and a monetary order for a return of her security deposit.

The tenant and her witness, her spouse, attended; the landlord did not attend the telephone conference call hearing.

The tenant testified that she served the landlord with the Application for Dispute Resolution and Notice of Hearing by leaving it with the landlord on October 15, 2013, at his residence.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a return of her security deposit and further monetary compensation?

### Background and Evidence

The tenant testified this tenancy was to begin on October 1, 2013, that monthly rent was to be \$990, and that she paid a security deposit of \$495 to the landlord.

The tenant confirmed that there was no written tenancy agreement, but that the landlord completed an agreement with the government agency for subsidized housing, noting the start date of the tenancy, the monthly rent, and the security deposit.

The tenant's monetary claim is \$3045, which she submitted was for damage to her personal property and for not being able to move into the rental unit as agreed. The details of the dispute portion of the tenant's application or the tenant's documentary evidence did not provide an itemized listing of her monetary claim.

The tenant testified that the landlord agreed she could begin moving in her belongings early, and as a result, she slowly began moving in her personal property on September 10, 2013. On September 17, 2013, the tenant submitted that the landlord called her and told her to come remove her belongings, as he was putting all them outside.

The tenant testified that she went to the rental unit as quickly as possible to retrieve her personal property, but that by that time, the landlord had her property outside and much of it was ruined.

Additionally, according to the tenant, she was seeking monetary compensation for being deprived of the rental unit, as she had no place to move into with her five children, without being more specific.

### Analysis

The tenant has requested monetary compensation of \$3045 without being specific as to the components of her monetary claim to explain how she arrived at that sum.

Due to the above, the tenant's application for monetary compensation is being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act*, because her application for dispute resolution did not provide sufficient particulars or a detailed calculation of her claim for compensation, as is required by section 59(2)(b) of the *Act*.

I find that proceeding with the tenant's monetary claim at this hearing would be administratively unfair to the respondent/landlord as the principles of natural justice

require that a person be informed and given particulars of the claim against them prior to the hearing commencing.

### Conclusion

I **dismiss** the tenant's application for dispute resolution, **with leave to reapply**, with the understanding that any subsequent application for dispute resolution should provide a detailed calculation of a monetary claim.

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: January 20, 2014

---

Residential Tenancy Branch

