



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, MNDC, FF

Introduction, Preliminary and Procedural Matters

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (the "Act"). The landlord applied for a monetary order for money owed or compensation for damage or loss and unpaid rent, for authority to retain the tenant's security deposit and for recovery of the filing fee.

The parties appeared and were affirmed into the hearing.

The landlord's monetary claim listed in her application was \$2520. The details of the dispute portion of the landlord's application did not provide an itemized listing of the monetary claim.

In response to my question, the tenant advised that he did not understand the components of the landlord's monetary claim; likewise the tenant expressed that he believed that his monetary claim against the landlord would be considered during this hearing on the landlord's application. The tenant, however, had not filed his own application.

Additionally, the landlord expressed that she may wish to increase her monetary claim in light of the tenant's submissions.

Analysis and Conclusion

The landlord was advised that her application for dispute resolution requesting monetary compensation was being refused, pursuant to section 59 (5)(a) of the *Residential Tenancy Act*, because her application for dispute resolution did not provide

sufficient particulars of her claim for compensation, as is required by section 59(2)(b) of the *Act*.

In reaching this conclusion, I was further influenced by the tenant's testimony that he did not understand the breakdown of the request of the landlord.

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

The landlord is at liberty to re-apply for her monetary claims as a result, but is reminded to include full particulars of her monetary claim when submitting her application, and is encouraged to use the "Monetary Worksheet" form located on the Residential Tenancy Branch website, www.rto.gov.bc.ca.

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.

The tenant is advised that should he want to seek monetary compensation from the landlord, the same will have to be by way of his own application for dispute resolution.

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: March 23, 2014

Residential Tenancy Branch

