



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, MNDC, FF

Introduction

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

The landlord and tenant GD attended the telephone conference call hearing.

Preliminary and Procedural Matter

At the outset of the hearing, the parties were advised that the landlord's application for monetary compensation was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act*, because his application for dispute resolution 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 tenants, as the absence of particulars that set out how the landlord arrived at the amount of \$2600 makes it difficult, if not impossible, for the tenants to adequately prepare a response to the landlord's claim. The landlord failed to specify a detailed breakdown of his monetary claim including the amount of each item and what each item being claimed represents.

The landlord is at liberty to reapply; however, he is reminded to provide a detailed breakdown of his monetary claim and is encouraged to use the Monetary Worksheet available at www.rto.gov.bc.ca when submitting a monetary claim. The landlord may include any additional pages to set out the details of his dispute in his application, as required.

Additionally, section 89(1) of the Act requires that an application for dispute resolution be served upon the respondents (the tenants in this case) in person, by registered mail to the address at which the person resides, or if a tenant, by registered mail to the forwarding address provided by the tenant.

I find that this section of the Act requires that each respondent be served individually with the landlord's application, and in this case, as the landlord chose registered mail for service of the documents, by separate registered mail envelopes. I therefore find the landlord submitted insufficient evidence that the tenants were served the landlord's application for dispute resolution as required under the Act when he placed both the dispute resolution packages in the same envelope, which would make his claim fail as well.

Conclusion

The landlord's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The landlord is at liberty to reapply for their monetary claim; however, his is encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted.

The landlord's application has been further refused due to the landlord's failure to serve his application and Notice of Hearing as required by section 89(1) of the Act when he did not serve the tenants individually via registered mail.

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: April 15, 2014

Residential Tenancy Branch

