



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR

Introduction, Preliminary and Procedural Matters

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for authority to retain the tenants' security deposit and a monetary order for unpaid rent.

The landlord's application for dispute resolution contained a request for a monetary order of \$6200; however, in the details of dispute portion of the landlord's application, she stated that the tenants owed unpaid rent and hydro in excess of \$5800, with no detailed calculation as required. Additionally, the landlord failed to submit available documentary evidence with and in support of her application, as required by the Dispute Resolution Rules of Procedure (Rules).

The landlord explained that she was instructed to apply for the "maximum".

Analysis and Conclusion

The landlord's application for dispute resolution requesting monetary compensation is 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*.

Further, the landlord's application is refused due to her failure to comply with the Dispute Resolution Rules of Procedure, specifically sections 3.1 and 3.4, which states that the applicant **must** file with their application the details of any monetary claim and all evidence available to the applicant at the time the application is filed.

I find that proceeding with the landlord's monetary claim at this hearing would be prejudicial to the respondents, as the absence of particulars or any documentary

evidence makes it difficult, if not impossible, for the respondents to adequately prepare a timely response to the claim.

The landlord is at liberty to re-apply for her monetary claim 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.

I note further that the landlord was unable to provide proof that the tenants were served with her application for dispute resolution, including the date and registered mail information, such as tracking numbers. I would still make the decision to not proceed with the landlord’s application, due to lack of proof the tenants were served as required by section 89(1) of 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* and is being mailed to both the applicant and the respondents.

Dated: July 22, 2014

Residential Tenancy Branch

