



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KINEMACOLOR JOINT VENTURE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD MNDC FF

Introduction

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 to keep all or part of the security deposit or pet damage deposit, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The tenants and an agent for the landlord (the "agent") attended the hearing.

Preliminary and Procedural Matter

At the outset of the hearing, the parties were advised that the landlord's application was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (*Act*), because their application for dispute resolution did not provide sufficient particulars of their 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 \$472.50 makes it difficult, if not impossible, for the tenants to adequately prepare a response to the landlord's claim. The landlord failed to provide a detailed breakdown of how the amount of \$472.50 was reached including an amount for each item being claimed.

The landlord is at liberty to reapply, however, is reminded to provide a detailed breakdown of their monetary claim and is encouraged to use the Monetary Order Worksheet (Form RTB-37) available at www.rto.gov.bc.ca when submitting a monetary claim. Applicants may include any additional pages to set out the details of their dispute in their application, as required.

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, and is encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted, including all documentary evidence available at the time the application is made.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: June 20, 2014

Residential Tenancy Branch

