



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Plan A Real Estate Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

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 tenant's security deposit and for recovery of the filing fee paid for the application.

The landlord filed their application for dispute resolution originally on March 10, 2014, listing a monetary claim of \$903.57, without providing a detailed calculation or breakdown of their monetary claim or supporting evidence.

The landlord submitted that they filed documentary evidence to support their application on June 19, 2014, one week prior to their hearing on June 26, 2014. That documentary evidence, however, was not before me at the time of the hearing.

Analysis and Conclusion

The landlord was advised that their application for dispute resolution requesting monetary compensation was being refused, pursuant to section 59 (5)(a) of the *Residential Tenancy 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*.

The landlord was also advised that their applications was being refused due to their failure to comply with the Dispute Resolution Rules of Procedure (Rules), 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 respondent, as the absence of particulars or any documentary evidence until the week before the hearing makes it difficult, if not impossible, for the respondent to adequately prepare a timely response to the claim.

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

I do not grant the landlord recovery of their filing fee paid for this application.

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.

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 respondent.

Dated: June 27, 2014

Residential Tenancy Branch

