



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**OPB, MNDC, MNSD, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, to retain the security deposit, an Order of possession and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony evidence and to make submissions to me.

### Preliminary Matters

The parties confirmed that the tenancy ended effective July 31, 2014; an Order of possession is not required.

The tenants confirmed receipt of the hearing package that was given to them in mid-July; prior to the time they vacated the unit.

The tenants confirmed that at some point in mid-August 2014 they told the landlord what their forwarding address was.

The landlord made an 11 page evidence submission, plus 11 photos; which was submitted to the Residential Tenancy Branch on August 19, 2014. The landlord did not give this evidence to the tenants as the landlord understood they were outside of the required service time-frame. Therefore, in the absence of service, that evidence was set aside. Arbitrator discretion in relation to service of documents was supplied to the parties.

The landlord confirmed receipt of a 9 page hand-written document from the tenants. That evidence was sent via registered mail on August 22, 2014 and deemed served on August 27, 2014; 7 days prior to the hearing. The tenants said that their written

forwarding address was indicated on the envelope; the landlord did not recall seeing an address on the envelope.

The landlord confirmed that a detailed calculation of the \$450.00 claim was not supplied with the hearing documents given to the tenants. The tenants said they did not understand the monetary claim for damage as they were living in the rental unit at the time the claim was made and did not receive any detail.

I then determined that the application would not proceed, based upon section 59(5)(a) of the Act which provides the authority decline an application when it does not comply with 59(2)(b) of the Act, by disclosing the full particulars of the claim.

The landlord did not provide a detailed calculation for the claim made, as required. I was unable to determine what the \$450.00 claim represented and the tenants did not understand the claim. Therefore, the application has been declined and the landlord has leave to reapply within the legislated time-frame.

This decision is final and binding 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: September 02, 2014

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Residential Tenancy Branch

