



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction, Preliminary and Procedural Matters

This hearing was convened as a result of the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlords applied for an order of possession for the rental unit due to unpaid rent, a monetary order for money owed or compensation for damage or loss and unpaid rent, for authority to retain the tenants' security deposit, and for recovery of the filing fee paid for this application.

The landlord's application, although asking for monetary compensation, did not state the amount she was seeking, as the space was left blank. Additionally, the landlord did not provide a breakdown of her claim in the application itself.

In response to my question, the tenant submitted that he did not understand that the landlords were claiming a monetary order when receiving the landlords' application.

It is noted that prior to being able to fully explain to the parties why the landlord's application was deficient, the landlord began calling the tenant names which questioned the tenant's truthfulness, and as she would not stop or be interrupted, I placed the landlord on mute through the short remainder 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*.

I find that proceeding with the landlords' monetary claim at this hearing would be prejudicial to the respondents and violate the rules of procedural fairness, as the

absence of particulars in the application makes it difficult, if not impossible, for the respondents to adequately prepare a timely response to the claim.

The landlords are at liberty to re-apply for their monetary claim.

I make no findings on the merits of the 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*.

Dated: November 19, 2014

Residential Tenancy Branch

