



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNR, MND, MNDC, 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, a monetary order for money owed or compensation for damage or loss, unpaid rent, and alleged damage to the rental unit, and for recovery of the filing fee paid for this application.

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord's application was made on July 2, 2014, listed a monetary claim of \$3000, and stated that the specifics such as cleaning, carpets and repairs would be detailed separately, resulting in possibly a lower claim.

The landlord submitted evidence that he served the tenant their Application for Dispute Resolution and Notice of Hearing (the "hearing package") by registered mail on July 7, 2014, to the address he had vacated; however, the landlord submitted that he then hand delivered that hearing package to the tenant, and attached a witness statement to that effect. The landlord submitted that his supporting documentary evidence was included with the hearing package. The witness statement provided by the landlord attesting to personal service to the tenant was signed on July 11, 2014, but did not indicate what date the witness observed the personal delivery. It is interesting to note that this statement was filed with the Residential Tenancy Branch ("RTB") on August 11, 2014.

### Analysis and Conclusion

It is my decision to refuse the landlord's application for dispute resolution requesting monetary compensation, 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*. For instance, the landlord's details of dispute listed on the application made on July 2, 2014, shows a \$3000 monetary claim, yet their documentary evidence shows an amount claimed of \$2533.75. The landlord's application was never amended to reflect a different amount.

Further to this decision, I find the landlord also failed to comply with the Dispute Resolution Rules of Procedure (Rules) 2.5, which states that the applicant ***must*** file with their application the details of any monetary claim and all evidence available to the applicants at the time the application is filed. In this case, the landlord failed to file any evidence until October 29, 2014. In the supporting evidence, the landlord, although providing accounting records showing a deficit from nearly the beginning of the tenancy, those records did not break down the claim as to unpaid rent, fees, or damages, etc.

It was also not made clear as to the date the tenant was served with the landlord's hearing package.

As I have refused the landlord's application, he is at liberty to re-apply for his monetary claim, but is reminded to include full particulars of their monetary claim when submitting their application, and is encouraged to use the "Monetary Worksheet" form located on the Residential Tenancy Branch website; [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca).

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 21, 2014

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Residential Tenancy Branch

