



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, MND, 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 keep all or part of the tenant's security deposit or pet damage deposit, a monetary order for money owed or compensation for damage or loss and alleged damage to the rental unit, and for recovery of the filing fee paid for this application.

The landlord's application for dispute resolution seeking monetary compensation was filed on October 20, 2014, did not include any documentary evidence in support of his application, other than a monetary order worksheet, showing a claimed expense of \$850.00, but a total monetary claim of \$25,000.00.

The landlord's evidentiary submissions began on March 11, 2015, and then several other packages of evidence were received later in March 2015.

Analysis and Conclusion

The landlord was advised that his application for dispute resolution requesting monetary compensation was being refused, pursuant to section 59 (5)(a) of the *Residential Tenancy Act*, because his application for dispute resolution did not provide sufficient particulars of his claim for compensation, as is required by section 59(2)(b) of the *Act*.

The landlord is also advised that his applications is being refused due his failure to comply with the Dispute Resolution Rules of Procedure (Rules), specifically section 2.5, 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 respondents, as the absence of particulars or any documentary evidence filed in a single package at the time the application was made makes it difficult, if not impossible, for the tenants to adequately prepare a timely response to the claim.

The landlord is at liberty to re-apply for his monetary claim as a result, but is reminded to include full particulars of his monetary claim and all relevant oral and documentary evidence when submitting his application.

I make no findings on the merit 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*.

Dated: April 2, 2015

Residential Tenancy Branch

