



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF, O

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord for: a Monetary Order for damage to the rental unit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for "Other" issues, none of which were disclosed during the hearing; and, to recover the filing fee from the Tenants.

The Landlord appeared for the hearing and provided affirmed testimony as well as documentary and photographic evidence prior to the hearing. However, there was no appearance by the Tenants during the hearing. Therefore I turned my mind to the manner in which the above documents had been served.

The Landlord testified that the Tenants had been served a copy of the Application and the Notice of Hearing documents by registered mail. The Landlord provided the Canada Post tracking number as evidence for this method of service and explained that the Canada Post website showed the documents had been received by the Tenants.

The Landlord testified that while the Tenants had not provided a forwarding address in writing to her, she recorded the Tenants' address which was provided to the Arbitrator who had conduct of a previous hearing between the same parties on November 14, 2014 (the file number for which appears on the front page of this decision). In the absence of any evidence to dispute this, I accepted service of the documents for this hearing pursuant to Section 89(1) (c) of the Act.

At the start of the hearing, the Landlord had not provided a move in or move out condition inspection report into written evidence. The Landlord explained that she had made a monetary claim for \$3,055.00 comprising of unpaid rent and damages to the rental unit. However, the Landlord did not provide a monetary breakdown of the amount

she was claiming from the Tenants. The Landlord provided one invoice for the amount being claimed. This document did not detail the individual amounts that were charged to the Landlord for each item being claimed by the Landlord; the Landlord's invoice from the repair company also included a claim for unpaid rent which I found confusing.

The Landlord explained that she had individual invoices for each of the amounts being claimed but that she had not submitted these to the Residential Tenancy Branch or the Tenants prior to the hearing because she claims that the Residential Tenancy Branch informed her she could not submit the receipts.

Rule 2.5 of the Residential Tenancy Branch Regulations requires an Applicant to provide a detailed calculation of a monetary claim being made to the extent possible. In this case, the Landlord failed to provide such a breakdown and the invoice provided would not have been sufficient alone to verify the losses being claimed.

The Landlord explained that there was a large amount of invoices and that she could submit these after the hearing. However, these invoices had not been served to the Respondents and therefore it would have been prejudicial to the Tenants for me to accept this evidence after the hearing without it being first served to the Tenants. However, I did not want to prejudice the Landlord's monetary claim without giving the Landlord an opportunity to use the invoice evidence she claimed to have.

Based on the foregoing, I declined to hear the Landlord's Application but provided leave to re-apply. The Landlord was agreeable with this outcome.

Conclusion

The Landlord's Application is dismissed **with** leave to re-apply.

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: June 24, 2015

