



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, DRI, CNC, OLC, MNDC, FF

Introduction and Preliminary Matters and Issues

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act ("Act"). The tenants originally applied for a monetary order for a return of their security deposit and pet damage deposit, to dispute an additional rent increase, an order cancelling the landlord's 1 Month Notice to End Tenancy for Cause ("Notice"), an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, and for recovery of the filing fee paid for this application. On or about September 18, 2015, the tenants filed an amended application and added a request for a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation.

The tenants and the landlord attended and the tenants were informed the portion of the their application dealing with a request for an order for the landlord's compliance with the Act, to dispute a rent increase, for a return of their security deposit and pet damage deposit and for monetary compensation were unrelated to the primary issue of disputing the Notice. As a result, pursuant to section 2.3 of the Dispute Resolution Rules of Procedure (Rules), I intended to sever the portion of the tenants' application in order to proceed with their request for an order cancelling the Notice; however, the tenants informed me that they vacated the rental unit on August 28, 2015. Therefore there was no longer a need to consider their request for cancellation of the Notice, an order for the landlord's compliance with the Act, and to dispute a rent increase, as these matters relate to an ongoing tenancy.

The matter of the tenants' monetary claim was then addressed. The tenants' original application, filed on August 4, 2015, listed a request for a monetary order for their security deposit and pet damage deposit, in the total amount of \$1200.00.

On the tenants' amended application, the tenants, as previously mentioned, added a request for further monetary compensation and their monetary claim of \$1200.00 was marked through, with no further amount added. In other words, the tenants had not replaced their original claim of \$1200.00 with an amended claim.

In explanation, the tenants submitted that they were informed they could add to their monetary claim through their evidence; however, that evidence was not before me at the hearing.

Analysis and Conclusion

I dismiss the portion of the tenants' application and amended application dealing with their request for cancellation of the Notice, an order for the landlord's compliance with the Act, and to dispute a rent increase, **without leave to reapply**.

I dismiss the portion of the tenants' application dealing with their request for a return of their security deposit and pet damage deposit, **with leave to reapply**, as that claim was premature when their application was made.

I refuse to hear the balance of any amended monetary claim of the tenants, pursuant to section 59 (5)(c) of the Act, because their application for dispute resolution did not provide sufficient particulars of their claim for compensation, such an amount claimed, as is required by section 59(2)(b) of the Act. An application may not be amended through evidence.

I find that proceeding with the tenants' monetary claim at this hearing would be prejudicial and procedurally unfair to the respondent, as the absence of particulars makes it difficult, if not impossible, for the respondent to adequately prepare a timely response to the claim.

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

I make no findings on the merit of the tenants' application for monetary compensation. 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: October 8, 2015

Residential Tenancy Branch

