



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPN, MND, FF

### Introduction and Preliminary Matters

This hearing was convened as a result of the landlords' application for dispute resolution seeking remedy under the Residential Tenancy Act ("Act"). The landlords applied for a monetary order for money owed or compensation for alleged damage to the rental unit and for an order of possession for the rental unit as the tenant has provided notice that she was vacating.

The landlords attended the hearing; however, the tenant did not attend.

The landlords were advised that their application for dispute resolution requesting monetary compensation was being refused, pursuant to section 59 (5)(a) of the 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 and procedurally unfair to the tenant, as the absence of particulars that set out how the landlords arrived at the amount of \$1624.00 makes it difficult, if not impossible, for the tenant to adequately prepare a response to the landlords' claim.

The landlords were also advised that their application was being refused due to lack of a date for or proof of service of their evidence, as required by the Dispute Resolution Rules of Procedure (Rules), specifically sections 3.1 and 3.4, 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.

As to the landlords' request for an order of possession for the rental unit, the landlords submitted that the tenancy was over and no longer required vacant possession. I have therefore excluded that request from further consideration.

Conclusion

The landlords' application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The landlords are at liberty to reapply for their monetary claim, however, and are informed to provide a detailed breakdown of any future monetary claim at the time an application is submitted.

I make no findings on the merits of the landlords' 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: December 31, 2015

---

Residential Tenancy Branch

