



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF SS

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (the "Application") seeking remedy under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order in the amount of \$500.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to retain all or a portion of the tenant's security deposit, to recover the cost of the filing fee and to serve documents in a way different than required by the Act.

The landlord and tenant attended the teleconference hearing.

The landlord's evidence was excluded from the hearing due to the landlord filing her Application on November 30, 2015 and not serving her address until June 20, 2016 which is just ten days before the date of the hearing and contrary to the required 14 day timeline required under the Act. Although the landlord stated more than one reason why she was unable to serve her evidence sooner, I find that both reasons not be reasonable given the approximately seven month period between the date of Application and the date of the hearing.

Preliminary and Procedural Matters

Firstly, the landlord stated that her request for serve documents in a way different than required by the Act was an error. As a result, I consider that matter to be withdrawn by the landlord and will not be considered further.

Secondly, once the documentary evidence issues were addressed during the hearing, the parties were then advised that the landlord's Application was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (Act), because the landlord's 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 landlord's monetary claim at this hearing would be prejudicial to the tenant, as the absence of particulars that set out how the landlord arrived at the amount of \$500.00 makes it difficult, if not impossible, for the tenant to adequately prepare a response to the landlord's claim. The landlord failed to specify a detailed breakdown of their monetary claim

including the amount of each item and what each item being claimed represents in the “Details of Dispute” section of the Application.

Furthermore, I have considered that the landlord stated during the hearing that she wants “at least \$1,000.00” when asked to describe the \$500.00 amount being claimed, which is contrary to the principles of natural justice and procedural fairness. I find it would be prejudicial to permit the landlord to increase the amount of her monetary claim at the hearing and that the correct process to do so would have been to formally file an amendment to her Application within the timelines provided under the Rules of Procedure which the landlord failed to do.

Given the above, the landlord is at liberty to reapply; however, is reminded to provide a detailed breakdown of her monetary claim and is encouraged to use the Monetary Worksheet available at www.rto.gov.bc.ca when submitting a monetary claim. The landlord may include any additional pages to set out the details of her dispute in their application, as required.

Conclusion

The landlord’s Application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The landlord is at liberty to reapply for her monetary claim; however, is encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted.

As the landlord stated that she had written permission to retain the tenant’s security deposit and without any application before me from the tenant, I do not make any orders in relation to the tenant’s security deposit.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 4, 2016

Residential Tenancy Branch