



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding OIMUM REALTY INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on August 09, 2016 the Application for Dispute Resolution, the Notice of Hearing, and 16 pages of evidence the Landlord submitted to the Residential Tenancy Branch on August 08, 2016 were sent to the Tenant, via registered mail, at the forwarding address provided by the Tenant, which is different than the service address noted on the Application. The Landlord submitted Canada Post documentation that shows a package mailed to the Tenant was returned as unclaimed. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to keep all or part of the security deposit?

### Background and Evidence

On the Application for Dispute Resolution the Landlord declared that it was seeking a monetary Order for \$460.00.

In the "Details of Dispute" section of the Application for Dispute Resolution parties who are seeking a monetary Order are advised to include a detailed calculation and a Monetary Order Worksheet. In the "Details of Dispute" section the Landlord does not explain why it is seeking compensation of \$460.00, other than to declare that the "people who did check out" did not agree to a deduction. The Landlord did not file a Monetary Order Worksheet that explains the details of the Landlord's monetary claim.

In the evidence package the Landlord did not submit a clear list of the claims that relate to the application for a monetary Order.

At the hearing the Agent for the Landlord stated that the claims are listed on the condition inspection in report that was submitted in evidence. Upon closer inspection of the report I was able to make out various dollar amounts, which total \$460.00, although the numbers are faint.

### Analysis

Section 59(2)(b) of the *Act* stipulates that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. I find that the Landlord's Application for Dispute Resolution does not provide full details of the Landlord's dispute. In reaching this conclusion I was heavily influenced by the fact the Landlord has not clearly identified why it is seeking compensation of \$460.00 on the Application for Dispute Resolution or on a Monetary Order Worksheet.

Although the Landlord has outlined a variety of amounts on the condition inspection report, I find it entirely possible that the Tenant would not have seen these amounts and would not, therefore, have clearly understood the nature of the Landlord's claims.

I find that proceeding with the Landlord's claim for damages at this hearing would be prejudicial to the Tenant, as the absence of particulars makes it difficult, if not impossible, for the Tenant to adequately prepare a response to the claims. The Landlord retains the right to file another Application for Dispute Resolution for damages to the rental unit.

### Conclusion

The Application for Dispute Resolution is dismissed, with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: February 03, 2017

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Residential Tenancy Branch