



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR OPB MND MNDC MNR MNSD O FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for an Order of Possession for Unpaid Rent or for Breach of a Material Term pursuant to section 55; a monetary order for unpaid rent, damage to the unit and other loss pursuant to section 67; authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee for this application from the tenants pursuant to section 72. At the outset of the hearing, the landlord indicated that she no longer required an Order of Possession as the tenants had vacated the rental unit.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Tenant SK ("the tenant") acknowledged receipt of the landlord's Application for Dispute Resolution package with the Notice of Hearing and evidentiary materials. Tenant JE joined the teleconference briefly and left again prior to the conclusion of the hearing. Tenant SK represented Tenant JE for the participatory hearing.

### Preliminary Issues – Scope of Application

The landlord's applied for a monetary order against the tenants. The dispute codes that she chose in her application indicate that she sought to recover outstanding rent, as well as be compensated for damage to the property that she states is the responsibility of the tenants. In the details of the dispute box, the tenant writes,

*Tenant ... Vacated early by 6 weeks. Could not show rental due to dispute and access. Keys not returned and damage to new 2016 Floors scratched by tenants and there [sic] movers...*

Her written details go on to state that the rental unit was new at the outset of the tenancy and that damage was done to the laundry door and front door.

In the portion of the application where the nature of the dispute is described, in bold writing it states,

The request for a Monetary Order is for the following amount:

A box is provided with a dollar sign to indicate where the amount sought should be written. In the landlord's application, this box was left blank.

Approximately 138 pages of evidence were submitted for this hearing, including additional copies of the landlord's application and notices to end tenancy. The bulk of the materials are copies of text message conversations. On one of several 10 Day Notices placed within the evidentiary materials, a notice dated December 1, 2016, there is an indication that \$950.00 was owed by the tenant at that time. I have reviewed all the documentary evidence and found no indication of an amount sought by the landlord at this hearing. The tenants disputed that any amount is owed to the landlord.

At the outset of the hearing and for approximately 16 minutes, I asked the landlord if she could point to the part of her application or evidentiary materials to indicate the amount that she was seeking at the hearing. I also asked the landlord, repeatedly, if she could provide an amount that she sought to claim at this hearing. Repeatedly, the landlord referred to unrepaired damage in a general way but she was unable to provide an amount that she sought to recover from the tenants. The tenant in attendance testified that she did not know what amount, if any was owed to the landlord or what amount the landlord was seeking at this hearing.

There is no indication of an amount of monetary amount or a clear description of the outcome the landlord seeks. The landlord submitted insufficient documentary or other evidence for this hearing to support a monetary claim.

Pursuant to paragraph 59(2)(b), an application of dispute resolution must include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings. The purpose of the provision is to provide the responding party with enough information to know the applicant's case so that the respondent might defend herself.

I find that the landlord did not sufficiently set out the details of her dispute in such a way that the tenants would have known how to respond to the landlord's claim. As such, I

informed the parties at the hearing that I would not consider a claim by the landlord for a monetary order. This decision does not preclude the landlord from reapplying for a monetary order in a subsequent application.

I dismiss the landlord's application with leave to reapply. Any applicable timelines remain the same.

### Conclusion

I dismiss the landlord's application 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 *Residential Tenancy Act*.

Dated: April 12, 2017

---

Residential Tenancy Branch