



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

On July 6, 2017, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities and for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord stated that the Tenant was served the Notice of Hearing on July 7, 2017, via registered mail.

Preliminary and Procedural Matters

The Landlord was asked to explain how he established that the Respondent lived at the address where the registered mail was sent. The Landlord stated that a friend of the Landlord informed him that the Tenant was living at the address where the Notice of Hearing was sent using registered mail.

The Landlord stated that he submitted documentary evidence to the Residential Tenancy Branch. When he was asked to tell me what documents he submitted, he could not tell me. The Landlord stated that the documents are not important and that the Tenant will not pay him anyway.

The Residential Tenancy Branch has no record of receiving any documentary evidence from the Landlord in support of his claims.

The Landlord's Application and details of the dispute section indicates that Landlord is seeking \$16,350.00 for unpaid rent and damage to the unit. There is no documentary evidence before me that the Landlord suffered a loss and there is no documentary evidence to establish the value of any loss.

The Landlord failed to provide a tenancy agreement to establish a contract between the parties, and he also did not provide a monetary order worksheet to break down the particulars of his claim.

The Landlord was cautioned on several occasions that he needed to answer my questions directly and not change the subject of the conversation. The Landlord did not appear to want to listen to my direction as he continuously interrupted me.

Analysis

Section 2.5 of the Residential Tenancy Branch Rules of Procedure states an applicant must submit:

- *a detailed calculation of any monetary claim being made*

Section 59 of the *Residential Tenancy Act* states that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. An Arbitrator may refuse to accept an application if the application does not comply with the requirement to provide the full particulars of the dispute.

After considering the testimony of the Landlord, and on a balance of probabilities, I make the following findings;

I find that the Landlord did not provide a detailed calculation of the monetary claim and failed to provide the full particulars of the claim.

The Landlord's application for compensation in the amount of \$16,350.00 is dismissed with leave to reapply.

Conclusion

The Landlord did not provide a detailed calculation of the monetary claim and failed to provide the full particulars of the claim.

The Landlord's application for compensation in the amount of \$16,350.00 is dismissed in its entirety 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: December 28, 2017

Residential Tenancy Branch