



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Landlord under the *Residential Tenancy Act* (the “Act”), seeking compensation for damage to the rental unit, retention of the security deposit and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord, who provided affirmed testimony. The Tenant did not attend. The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Application and Notice of Hearing. As the Tenant did not attend the hearing, I confirmed service of these documents as explained below.

The Landlord testified that the Application and the Notice of Hearing were sent to the Tenant on May 23, 2018, by registered mail. As a result of the above and pursuant to section 90 of the *Act*, I find that the Tenant was deemed served on May 28, 2018, five days after the documents were sent by registered mail.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts and issues in this decision.

At the outset of the hearing I identified that although the Landlord’s Application states that he is seeking \$3,693.00 for unpaid rent, unpaid utilities, damage to property, cleaning of the property, replacement of carpet and removal of garbage, no breakdown of these individual costs was provided. The Monetary Order Worksheet submitted by the Landlord contains no information about the total amount sought or the individual amounts claimed for each issue, such as unpaid rent and damage to the property. Instead, it simply states “will provide later”. Further to this, the only documents submitted by the Landlord in support of his claim were copies of a bank statement and a

\$200.00 e-transfer record, two e-mails relating to the return of keys, one utility bill, and three photographs.

Section 59(2) of the *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. Section 59(5) goes on to state that the director may refuse to accept an application for dispute resolution if the application does not comply with subsection (2).

As neither the Application nor the Monetary Order Worksheet provides a breakdown of the amounts sought for each part of the Landlord's claim, I find that the Application does not include full particulars of the dispute as required in section 59(2) of the *Act*. Further to this, I do not find that the documentary evidence submitted by the Landlord provides information upon which I, or the Respondent, could reasonably have inferred the amounts being sought for each of the Landlord's claims.

The opportunity to know the case against you and to provide evidence in your defense is fundamental to the dispute resolution process. As the Application does not disclose full particulars of the dispute, I find that the Tenant therefore did not have a fair or full opportunity to know the case against him or to provide evidence in his defense. Based on the above and pursuant to section 59(5) of the *Act*, I therefore dismiss the Application with leave to reapply.

As the Landlord's Application is dismissed, I decline to grant him recovery of the filing fee.

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: July 17, 2018

Residential Tenancy Branch