



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FF

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference and provided affirmed testimony. Both parties confirmed the landlord served the tenant with the notice of hearing package and the 2 documentary evidence package(s) via Canada Post Registered Mail on July 18, 2018 and again on October 31, 2018. The tenant confirmed that no documentary evidence was provided for the hearing. Neither party raised any service issues. I accept the undisputed affirmed testimony of both parties and find that both parties were properly served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail as per section 88 and 89 of the Act.

At the outset, the landlord had difficulties providing the details of the \$3,955.00 monetary claim for unpaid rent. The landlord's monetary worksheet dated July 13, 2018 was incomplete providing no details of claim. The remaining copies of documents provided were 8 pages of emailed "etransfer(s)". After 30 minutes of discussions, the landlord provided 2 items of claim for \$2,515.00 of unpaid rent for May 2018 and \$2,440.00 of unpaid rent for June 2018. When asked to clarify the landlord was unable to provide sufficient details of the total \$4,955.00 as this differs from the application amount filed. The landlord clarified that \$500.00 was withheld as per a previous Residential Tenancy Branch Decision, but the landlord later provided conflicting testimony that no such order authorizing the landlord to retain this amount was made.

Further discussions to clarify the monetary claim were unsuccessful. The tenant argued that there was a lack of details concerning the monetary claim to proceed. On this basis, I find that the landlord's application is dismissed with leave to reapply as the landlord has failed to submit and provide sufficient details of the monetary claim sought. The tenant is unable to properly submit a response to the claim. Leave to reapply is not an extension of any applicable limitation period.

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: November 21, 2018

Residential Tenancy Branch