Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNDCT, MNSD (Tenant)
                     FFL, MNDL-S (Landlord)

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Landlord filed his application September 12, 2018 (the "Landlord's Application"). The Landlord applied for compensation for damage to the rental unit, to keep the security deposit and for reimbursement for the filing fee.

The Tenant filed her application September 24, 2018 (the "Tenant's Application"). The Tenant applied for return of double the security deposit and compensation for monetary loss or other money owed.

The Landlord appeared at the hearing. The Tenant did not appear at the hearing.

Landlord's Application

The Landlord was requesting $2,000.00 in compensation for a list of damages included in the description field of the Application. The Landlord had not submitted a Monetary Order Worksheet. The Landlord had not submitted a list or breakdown of what amount he was requesting for each issue listed in the description field. Nor did the Landlord submit receipts, invoices or quotes in relation to the damage.

Section 59(2) of the *Residential Tenancy Act* (the "*Act*") states:

> 59 …
>
> > (2) An application for dispute resolution <u>must</u>
> >
> > > …
> > >
> > > (b) <u>include full particulars of the dispute</u> that is to be the subject of the dispute resolution proceedings…
>
> [emphasis added]

Further, rule 2.5 of the Rules of Procedure (the "Rules") states:

> To the extent possible, the applicant should submit the following documents at the same time as the application is submitted:
>
> - a detailed calculation of any monetary claim being made;

I found that the Landlord did not include full particulars of the dispute as there was no indication in the Application or evidence of what amount of compensation the Landlord was seeking for each of the items listed in the details section. Nor is this clear from any of the evidence submitted. Given this, I dismissed the Landlord's Application with leave to re-apply. This decision does not extend any time limits set out in the *Act*.

Tenant's Application

Rule 7.3 of the Rules states as follows:

> If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Here, the Tenant failed to attend the hearing to provide a basis for her claim and therefore I dismiss the Tenant's Application without leave to re-apply.

<u>Conclusion</u>

The Landlord's Application is dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Act*.

The Tenant's Application is dismissed without leave to re-apply.

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: January 16, 2019

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Residential Tenancy Branch