



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: MNDCT

For the landlords: MNDL, MNRL-S, MNDCL, FFL

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (“application”) by both parties seeking remedy under the *Residential Tenancy Act* (“Act”). The tenants applied for a monetary order in the amount of \$6,000.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; however, failed to indicate how they arrived at that amount being claimed. The landlords applied for a monetary order in the amount of \$7,200.00 for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all of part of the tenants’ security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

Preliminary and Procedural Matters

Tenant KF (“tenant”) and the landlords attended the teleconference hearing. The parties were affirmed and the hearing process was explained to them. At the outset of the hearing, the landlords confirmed that they did not serve the tenants with their application and as a result, the landlords were advised that their application would not be considered due to a service issue as the landlords failed to serve the tenants with their application, Notice of Dispute Resolution Hearing and documentary evidence. Therefore, the landlords’ application is **dismissed with leave to reapply** due to a service issue.

Regarding the tenants' application, the tenant was advised that their application for monetary compensation was being refused, pursuant to section 59(5)(c) of the *Act* because their application did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the *Act*. I find that proceeding with the tenants' monetary claim at this hearing would be prejudicial to the landlords, as the absence of full particulars including a monetary breakdown of the amount being claimed of \$6,000.00, makes it difficult, if not impossible, for the landlords to adequately prepare a response to a claim against them. As a result, the tenants' application is **dismissed with leave to reapply**.

In addition to the above, the parties agreed that the tenants have not yet provided their written forwarding address to the landlords and the tenants have not claimed for the return of their security deposit. As a result of the above and taking into account that the landlords' application has not been considered, it will be the responsibility of the tenants to serve their written forwarding address on the landlords as required by section 38 of the *Act*. Consequently, I make no findings regarding the security deposit in this decision.

Neither party is granted the recovery of the filing fee. I have made this decision as the landlords failed to serve their application and the Notice of Hearing on the tenants, and the tenants failed to provide sufficient particulars. Therefore, the merits of both applications were not considered.

Conclusion

The landlords' application is **dismissed with leave to reapply** due to a service issue.

The tenants' application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The tenants are at liberty to reapply.

I note that this decision does not extend any applicable time limits under the *Act*.

Neither party is granted the recovery of the cost of the filing fee.

The decision will be emailed to both parties at the email addresses confirmed by the parties during the hearing.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 8, 2019

Residential Tenancy Branch