



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

Both Parties appeared. At the outset of the hearing, preliminary matters, confirmed by the Tenants’ Advocate, were raised in relation to the details of the monetary claim. It was noted that the Landlord had not supplied a single and detailed monetary order worksheet to support the total amount being claimed in the application for dispute resolution as required under Rule 2.5 of the Residential Tenancy Branch Rules of Procedure. Documents were provided by the Landlord, some merely a few days before the hearing, that set out various and differing costs being claimed. These amounts were also greater than the total amount claimed in the application and included some global figures for currently undetermined or future losses. The Landlord confirmed that no amendment had been made to seek a larger amount than set out in the application, that some costs are yet unknown and that the security and pet deposits have been returned to the Tenants. The Tenant’s Advocate also raised concerns about the Landlord’s provision and labelling of digital evidence as not being in accordance with Rules 3.10 to 3.11. I note that the Landlord provided a vast number of digital photos. The Tenants were not opposed to a dismissal of the Landlord’s application with leave to reapply.

As I consider that the Landlord has not provided sufficient particulars for its monetary claim in the form of a single and detailed monetary order worksheet I find that to proceed with the hearing on the Landlord's claims would prejudice the Tenants' ability to respond to the claims. For this reason and as it appears that the Landlord may yet have additional repair costs, I dismiss the application with leave to reapply. Leave to reapply does not extend any limitation period. I encourage the Landlord to inform itself of the Rules of Procedure and any relevant policy guidelines for any future application it may make.

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: July 05, 2019

Residential Tenancy Branch