



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNSD FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on August 26, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss under the Act;
- 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; and,
- to recover the cost of the filing fee.

Both parties attended the hearing and provided testimony. The Landlord had a witness attend the hearing. The Tenant confirmed receipt of the Landlord's application package. Both parties confirmed receipt of each other's documentary evidence.

The Landlords were represented at the hearing by their daughter/agent. She stated that she has already returned the security deposit to the Tenant. Given she no longer holds this amount, it is not necessary for her to apply to retain it. I have amended the Landlord's application accordingly.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for damage or loss under the Act?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence, and Analysis

The Landlord's agent was asked at the start of the hearing what she is seeking from the Tenant, and she stated she is looking to recover half of the cleaning costs to clean the rental unit, as well as the painting costs. The agent also provided a monetary order worksheet which was not properly filled in, and was missing the amounts. On the bottom of this page it listed "tenant's portion" as \$362.50. Then, on the Landlord's application, they listed that they are looking for \$602.33. During the hearing, I asked for some clarity on the amounts, and how some of these totals were calculated and why the worksheet was not filled in properly. However, the Landlord's agent stated her father had done some of the math for the application, and she was not sure how he arrived at the amounts. The Landlord's agent cited two different amounts for the cleaning, \$255.00 and \$127.50. I note the Landlord provided a couple of invoices into evidence. However, I note the Landlord's agent stated she is not actually seeking the full amount of the invoices or the initial claim, as they had initially laid out. However, the Landlord's agent was not able to explain which were the correct amounts there were seeking, despite being given a chance to explain in the hearing.

I have reviewed the Landlord's application, and I turn to the following rules of procedure:

#### 2.5 Documents that must be submitted with an Application for Dispute Resolution

*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;**
- *a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and*
- *copies of all other documentary and digital evidence to be relied on in the proceeding, subject to Rule 3.17 [Consideration of new and relevant evidence].*

*When submitting applications using the Online Application for Dispute Resolution, the applicant must upload the required documents with the application or submit them to the Residential Tenancy Branch directly or through a Service BC Office within three days of submitting the Online Application for Dispute Resolution.*

I note the Landlord's claim is for \$602.33. However, when asked how she arrived at \$602.33 for her total claim, I find she was very unclear and unsure about what she was seeking and she specifically stated she is unsure how the different amounts were calculated. I also note the worksheet is missing the amounts and does not provide any further clarity.

I find it is prejudicial to the respondent to not have a properly completed monetary order worksheet, matched with clear testimony as to what she is seeking. There appears to be a communication breakdown between the Landlords and their agent on some of the amounts and totals currently being sought. I am also mindful that the Landlord's agent could not clearly articulate the amounts she was seeking in the hearing, as she indicated the Landlord is only seeking half of certain invoice amounts. Ultimately, the burden of proof rests on the applicant, and I find the Landlord failed to sufficiently lay out the full particulars of her claim in a clear, understandable manner.

I dismiss the Landlord's claim with leave to reapply.

### Conclusion

The Landlord's application is dismissed in full, with leave to reapply, pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*.

The Landlords are at liberty to reapply for their monetary claim; however, is encouraged to provide a detailed breakdown along with clear testimony of any future monetary claim at the time an application is submitted in accordance with Rule 2.5 of the RTB Rules. The applicant should be clear on what they are seeking, and be able to articulate how they were calculated.

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: August 26, 2019

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Residential Tenancy Branch