



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bolid Real Estate Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNRL-S, MNDCL-S, FFL

Introduction, Preliminary and Procedural Matters

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- compensation for alleged damage to the rental unit by the tenant;
- a monetary order for unpaid rent;
- compensation for their monetary loss or other money owed; and
- recovery of the filing fee.

The landlord's agent (landlord) attended the hearing; however, the tenants did not attend.

The evidence shows that the landlord served their application and notice of hearing in the manner as allowed by their previous Order for Substituted Service, and in this case, by email attachment to the tenants.

I confirmed with the landlord that the final amount of their claim in their application differed from the amount in their monetary order worksheet submitted into evidence to the RTB and to the tenants by email on March 28, 2020.

I then advised the landlord that their application for monetary compensation was being refused, pursuant to section 59(5)(c) of the Residential Tenancy Act, because their application for dispute resolution 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 landlord's monetary claim at this hearing would be procedurally unfair to the tenants, as the absence of particulars that set out a specific amount would make it impossible to properly respond to the landlord's application. The

landlords failed to specify a detailed breakdown of their monetary claim in their application, including the amount of each item, and what each item being claimed represents. The documentary evidence provides a conflicting amount.

A monetary claim may only be increased by an amended application, not through evidence.

Therefore, the landlord is at liberty to reapply, however, is reminded to provide a detailed breakdown of their monetary claim when submitting an application. The landlord may include any additional pages to set out the details of their dispute in their application, as required.

I do not grant the landlord the recovery of the cost of the filing fee as a result.

I have not dealt with the tenants' security deposit as there was no evidence that they had provided their written forwarding address after the tenancy ended and they were not at the hearing to provide testimony.

Conclusion

The landlord's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act. The landlord is at liberty to reapply for their monetary claim.

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: April 9, 2020

Residential Tenancy Branch