



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MND, FFL

### Introduction

On November 19, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") for a monetary order for damage to the rental unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord and Tenant attended the teleconference.

At the start of the hearing I introduced myself and the participants.

### Preliminary and Procedural Matters

The Landlord / applicant confirmed that she is seeking compensation in the amount of \$3,864.00. The Landlord did not provide a monetary order worksheet to explain the full particulars of her claims. The Landlord provided a single invoice which does not provide the full particulars of the monetary claims being made.

Section 2.5 of the Residential Tenancy Branch Rules of Procedure states an applicant should submit:

- *a detailed calculation of any monetary claim being made*

Section 59 of the Act states that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. An Arbitrator may refuse to accept an application if the application does not comply with the requirement to provide the full particulars of the dispute.

The Landlord requested to provide the full details at the time of the hearing.

I find that the Tenants were not informed of the full particulars of the Landlord's claim prior to the hearing and did not have an opportunity to prepare to respond to the specifics of each claim. During the hearing, the Tenant stated that he had a concern with the lack of details of the Landlord's claim.

I find that it would be procedurally unfair to the Tenants to allow the Landlord to identify her claims and assign a monetary amount to each claim at the time of the hearing.

I find that the Landlord failed to provide the full particulars of her claim and pursuant to section 59 of the Act, I refuse to accept the Landlord's application. The Landlord's application is dismissed with leave to reapply.

If the Landlord reapplies for dispute resolution the Landlord is informed that each claim being made must include a detailed calculation, and full particulars of the dispute.

### Conclusion

The Landlord's application was not accepted due to the Landlord's failure to provide full particulars of the claims.

The Landlord's application is dismissed with leave to reapply.

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 17, 2020

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Residential Tenancy Branch