



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S, FFL

### Introduction

On May 6, 2020, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit towards these debts pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord attended the hearing, with L.H. attending as his agent. The Tenant attended the hearing, with K.S. attending as his advocate. All parties provided a solemn affirmation.

The Landlord advised that he served the Tenant with the Notice of Hearing and evidence package by email on May 8, 2020 and by registered mail on or around the same date. The Tenant confirmed receipt of these packages. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served with the Notice of Hearing and evidence package. As such, I have accepted the Landlord’s evidence and will consider it when rendering this Decision.

The Tenant advised that he served the Landlord with his evidence by registered mail sometime in August 2020. The Landlord confirmed that he received this evidence, that he had reviewed it, and that he was prepared to respond to it. As such, I have accepted the Tenant’s evidence and will consider it when rendering this Decision.

All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?

- Is the Landlord entitled to apply the security deposit towards this debt?
- Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence and Procedural Matters

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the most current tenancy started on June 1, 2016 and that the Landlord inherited this tenancy when he purchased the rental unit on or around January 11, 2017. The tenancy ended when the Tenant gave up vacant possession of the rental unit on or around the first week of May 2019. Rent was established in the amount of \$940.00 per month and was due on the first day of each month. A security deposit of \$470.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

The parties agreed that the security deposit was dealt with in a previous Dispute Resolution proceeding (the relevant file number is noted on the first page of this Decision). As a Decision has been made on this issue already, I am unable to make any findings with respect to this part of the Landlord's claim.

In the Landlord's Application under the Dispute Information, he indicated that the amount he was seeking compensation for was **\$9,225.40**. During the hearing, the Landlord indicated that he did not complete a monetary order worksheet, nor did he itemize or detail the different heads of claim that he was seeking compensation for. While he provided evidence and invoices for some materials and work completed, he submitted no indication as to how he arrived at the specific amount he was claiming. I find it important to note that Rule 2.5 of the Rules of Procedure states that:

*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].*

Furthermore, Section 59(2) of the Act requires the party making the Application to detail the full particulars of the dispute. When the Tenant was asked if he understood the nature of the Landlord's claims, he advised that it was not clear to him what issues the Landlord was seeking compensation for, nor was it clear the amounts of compensation

that the Landlord was requesting. Therefore, the Tenant did not sufficiently know the case against him.

I note that the Landlord's claim is for a substantial amount of money, for seemingly many different issues. As the Landlord had not made it abundantly clear to any party of his claims, or how he arrived at the exact amounts he believes is owed by the Tenant, I find it is prejudicial to the Tenant not to have a monetary order worksheet, or any breakdown of how the amount of \$9,225.40 was arrived at. The Landlord had ample opportunity to upload a written breakdown, but he failed to do so. This makes it difficult for me to understand the nature and basis of the Application. Since the Landlord did not submit the necessary documents and failed to explain how he arrived at the amount of compensation he is seeking, I dismiss his Application with leave to reapply.

As the Landlord was unsuccessful in his Application, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

The Landlord's Application is dismissed with leave to re-apply.

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: September 4, 2020

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Residential Tenancy Branch