



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the landlord: MNRL-S, MNDL-S, FFL
For the tenant: MNSDS-DR

Introduction

On June 16, 2020 the landlord applied for dispute resolution requesting compensation for damage caused by the tenant, unpaid rent, as well as their application filing fee. They seek to hold the pet and/or security deposits towards these ends.

On June 27, 2020 the tenant applied for dispute resolution requesting the return of the security deposit they paid, which they state the landlord is holding without cause.

The tenant's application here was filed initially as a Direct Request. The matter proceeded by way of a participatory hearing because this Direct Request application cannot be considered by that method when there is a cross-application by the landlord in place.

The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the "Act") on October 8, 2020. The landlord attended the telephone conference call hearing; the tenant did not attend.

Preliminary Matter

To proceed with this hearing, I must be satisfied that the landlord made reasonable attempts to serve the tenant with the notice of this hearing. This means the landlord must provide proof that the document was served in a verified manner allowed under section 89 of the *Act* and I must accept that evidence. In the hearing the landlord stated

that they served a copy of that document via registered mail to the tenant on June 20, 2020. They verified the item was delivered on June 24, 2020.

The tenant did not attend the hearing, although I left the teleconference hearing connection open until 2:21 p.m. to enable them to call in to this teleconference hearing scheduled for 1:30 p.m. I confirmed the correct call-in numbers and participant codes were provided in the Notice of Hearing generated when the tenant applied. I also confirmed throughout the duration of the call that the tenant was not in attendance.

Rule 7.3 of the Rules of Procedure provides that if a party or their agent fails to attend the hearing, the arbitrator may conduct the hearing in the absence of that party or dismiss the application without leave to reapply.

In their application, the landlord did not provide full particulars of their claim for compensation. This is required by section 59(2)(b) of the *Act*. Pursuant to section 59(5)(c), I am refusing this application.

Further, the landlord did not provide evidence; however, they referred to an earlier dispute resolution matter before this tribunal and pointed to that evidence that they previously provided to the tenant.

Proceeding with the landlord's monetary claim at this hearing is prejudicial to the tenant. The absence of particulars that set out how the landlord arrived at the claimed amount of \$8,459.94, as input on their application, was not provided. It is difficult, if not impossible, for the tenant to adequately prepare a response to the claim. The monetary claim is not broken down into discrete points; therefore, I am unable to grant monetary compensation where amounts of each item, and what items are being claimed. In the hearing, the landlord provided differing amounts and stated that monetary orders are already in place.

I grant the landlord leave to re-apply for monetary compensation. For this hearing I make no findings on the merits of their claim. I remind the landlord to provide a full breakdown of particulars, with evidence to verify the amounts. There is a monetary order worksheet available for this purpose. Further, I advise the landlord to provide complete service of their hearing package to the tenant and the branch well in advance of a scheduled hearing. The Rules of Procedure are explicit on these points.

Conclusion

In the absence of the tenant I dismiss their application in its entirety and without leave to re-apply.

I refuse to consider the landlord's application pursuant to section 59(5)(c) of the *Act*. The landlord has 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 *Act*.

Dated: October 30, 2020

Residential Tenancy Branch