



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL, FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary order in the amount of \$15,412.50 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for damage to the rental unit, site or property, to offset any amount owing from the tenant's security deposit, and to recover the cost of the filing fee.

The landlord and their spouse KH (agent), support person for the landlords, BG (support) and tenants' counsel, KT (counsel) appeared at the teleconference hearing. The hearing process was explained to the landlord, agent, and counsel, and the landlord and agent were affirmed. The landlord, agent and counsel were also provided the opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Firstly, the name of the landlord was amended by consent of the parties to SKH, as SKH is named on the tenancy agreement as landlord.

In addition, the landlord was also advised that the landlord's application was being refused, pursuant to section 59(5)(c) of the 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. For example, the landlord neglected to submit a Monetary Order Worksheet (worksheet) and as such, provided no specific amounts or breakdown of how they arrived at the amount claimed and what it was comprised of, or for which months of unpaid rent they were seeking.

I find that proceeding with the landlord's monetary claim at this hearing would be prejudicial to the tenants, as the absence of particulars that set out how the landlord arrived at the amount of \$15,412.50 makes it difficult, if not impossible, for the tenants to adequately prepare a response to the landlord's claim.

I also note that the landlord testified that the tenants have not provided the landlords with their written forwarding address, which was confirmed by their counsel. Accordingly, I find I do not have to deal with the security deposit in this decision as the tenants have not yet served the landlord with their written forwarding address as required by section 38 of the Act.

The landlord is at liberty to reapply; however, are reminded to provide a detailed breakdown of their monetary claim and are encouraged to use the Monetary Order Worksheet (RTB-37) available at <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms/forms-listed-by-number> when submitting a monetary claim. The applicant may include any additional pages to set out the details of their dispute in their application, as required.

I do not grant the filing fee as this matter was refused as noted above.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them. Counsel confirmed that any future application regarding this tenancy could be served by email to counsel.

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; however, are encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted. Failure to do so could result in the application being refused again with leave to reapply not being granted.

This decision will be emailed to the parties at the email addresses confirmed as noted above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 7, 2021

Residential Tenancy Branch