



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The landlord, T.S. and the tenant, T.T. attended the hearing via conference call and provided affirmed testimony. The landlord, L.S. and the tenant, M.M. did not attend and were both unrepresented for the hearing.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the landlord served the tenants with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on February 24, 2021. Both parties confirmed the tenants did not submit any documentary evidence. Based upon the undisputed affirmed evidence of both parties I am satisfied that both parties have been sufficiently served with the notice of hearing package and the landlord's submitted documentary evidence via Canada Post Registered Mail as per sections 88 and 89 of the Act.

At the outset, the landlords' application was clarified. The landlord confirmed that despite filing a claim for \$925.00, the landlord had only provided details of a cleaning claim of \$350.00 in the submitted monetary order worksheet. The landlord submitted a cleaning invoice for \$464.06 for this same claim. The landlord confirmed that the landlords did not provide any details for the remaining claim items that would total \$925.00, only the listing of damaged items which the landlord stated exceeds the \$825.00 security deposit. In this claim, I find that the landlords have failed to provide sufficient details of their claim to allow the tenants an opportunity to respond to the \$925.00 claim filed. The landlord stated that none of the monetary claim details were provided in the monetary worksheet, the application for dispute or in any of the evidence filed with the Residential Tenancy Branch by the landlords. On this basis, I find that as this is a monetary claim and that there is no prejudice to the tenants in dismissing the landlords' application with leave to reapply as there are no details to allow the tenants to respond to the claim. Leave to reapply is not an extension of any applicable limitation periods.

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: June 28, 2021

Residential Tenancy Branch