



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 4337 Investments Ltd.→carl andrew wilson and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR-S, MNDC-S, FF

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the *Residential Tenancy Act* ("Act"). The landlord applied to retain all or part of the tenant's security deposit, for compensation for a monetary loss or other money owed and unpaid monthly rent, and to recover the cost of the filing fee.

The landlord's representative appeared at the teleconference hearing. The tenant did not attend.

Preliminary and Procedural Matters

At the outset of the hearing, the landlord was advised that their application was being refused, pursuant to section 59(5)(c) of the Act because the landlord's application did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act.

Additionally, Rule 2.5 of the Residential Tenancy Branch Rules of Procedure (Rules) states that the applicant must submit a detailed calculation of any monetary claim being made and copies of all other documentary and digital evidence to be relied on in the proceeding. The applicants are provided with instructions in the application package as to these evidence requirements.

The objective of the Rules is to ensure a fair, efficient, and consistent process for resolving disputes for landlords and tenants.

Specifically, the landlord failed to provide a breakdown of the amount claimed of \$16,242.68 at the time the landlord applied on or about May 13, 2021, or at any time from the date of their application.

I find that proceeding with the landlord's claim at this hearing would be prejudicial and procedurally unfair to the tenant, as the absence of particulars that set out how the landlord arrived at the amounts being claimed makes it difficult, if not impossible, for the tenant to adequately prepare a response to the landlord's claim.

Both parties have the right to a fair hearing and the respondent is entitled to know the full particulars of the claim made against him at the time the applicant submits their application.

Therefore, the landlord is at liberty to reapply, however, is reminded to provide a detailed breakdown of their monetary claim and are encouraged to use the Monetary Worksheet when submitting a monetary claim. The landlord may include any additional pages to set out the details of their dispute in their application, as required.

I do not grant the landlord the recovery of the cost of the filing fee as a result.

As there was no evidence that the tenant had provided a written forwarding address, I do not order the landlord to return the tenant's security deposit.

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. The landlord is also encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted and the monetary amount claim matches the monetary order worksheet submitted with the application.

I do not grant the landlord the recovery of the cost of the filing fee as I have not considered the merits of their application.

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: November 12, 2021