



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S, FFL

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution filed under the *Residential Tenancy Act* (the "Act") on June 9, 2021. The Landlord applied for a monetary order for unpaid rent, for a monetary order for damages to the rental unit and permission to keep the security deposit. The matter was set for a conference call.

The Landlord and both the Tenants attended the hearing and were each affirmed to be truthful in his testimony. The Landlord and the Tenants were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to a monetary order for damages?
- Is the Landlord entitled to retain the security deposit?

### Preliminary Matter

At the start of these proceedings the Landlord testified that they are claiming for \$4,065.43. It was noted that the Landlord's application had been filed for \$4,741.43, the Landlord was asked to explain the difference in these two amounts. The Landlord was not able to provide an explanation to account for the reduced amount between their original claimed amount and their testified to amount during these proceedings.

The Landlord was asked to present their detailed calculations of their claim, the Landlord testified that they had filled form #RTB-37, Monetary Work Sheet into documentary evidence.

I reviewed the Landlord's documentary evidence package and noted that they had submitted form #RTB-37 with their application, but that the Landlord neglected to complete page two of this document, and in so failed to provide a detailed break down of the claimed amount in their application.

The Tenants were asked if they had received a completed monetary worksheet, or other documentation that provided them a detailed calculation of the Landlord's claim. The Tenants testified that they had received form #RTB-37, the monetary worksheet, with the evidence package they received from the Landlord but that page two of that document was not filled out. The Tenants also testified that they had a previous proceedings with this Landlord, regarding this tenancy and that the issues described in the Landlord's application had already been dealt with during the previous proceedings.

The Landlord testified that the items they are claiming for in these proceedings were not covered in the previous proceedings.

The Rules of Procedure section 2.5 states the following:

#### **Documents that must be submitted with an Application for Dispute Resolution**

"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].

When submitting applications using the Online Application for Dispute Resolution, the applicant must upload the required documents with the application or submit them to the Residential Tenancy Branch directly or through a Service BC Office within three days of submitting the Online Application for Dispute Resolution.”

I have reviewed the Landlord’s application and supporting documentary evidence, and I find that the Landlord did not submit a detailed calculation of their monetary claim as required. In so, the Landlord failed to provide the Tenants with the detailed information they required to understand the claims being made against them in the Landlord’s application.

Due to the absence of a detailed calculation of this monetary claim, I find that it would be procedurally unfair to the Tenants to proceed in this hearing. Therefore, I find it appropriate to dismiss the Landlord’s claim for a monetary order for unpaid rent, damages to the rental unit, and permission to keep the security deposit.

### Conclusion

I dismiss the Landlord’s Application for Dispute Resolution.

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: January 10, 2022

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Residential Tenancy Branch