



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNDL, FFL

Introduction

On June 14, 2018, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to section 72 of the *Act*.

On October 24, 2018, the Landlord submitted an Amendment to her Application for Dispute Resolution seeking to increase the amount of monetary compensation she is seeking pursuant to Section 67 of the *Act*.

The Landlord attended the hearing with D.L. and B.H. also attending as agents on her behalf. The Tenants attended the hearing with V.G. attending as their advocate. All in attendance provided a solemn affirmation.

The Landlord advised that she served the Notice of Hearing packages to the Tenants by hand on approximately June 19, 2018 and the Tenants confirmed receipt of these packages. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were served with the Notice of Hearing packages.

The Tenants advised that they served the Landlord with their evidence by placing it in the Landlord’s mailbox on November 5, 2018 and the Landlord confirmed receiving this on November 6, 2018. She also stated that she had reviewed the evidence and was prepared to respond to it. Even though this evidence was not served in accordance with Rule 3.15 of the Rules of Procedure, as the Landlord was prepared to respond to it, I have accepted this evidence and considered it when rendering this decision.

The Landlord advised that she served the Amendment to the Tenants on October 25, 2018 via registered mail. As well, the Landlord advised that she did not serve evidence to the Tenants which outlined her specific requests for compensation in her Amendment.

Section 59(2) of the *Act* requires the party making the Application to detail the full particulars of the dispute. During the hearing, the Landlord was asked to specifically outline her requests for monetary compensation totaling the \$34,000.00 that she was seeking. However, she was unable to provide details summarizing her claims for this amount. Furthermore, the Tenants did not know what the Landlord was specifically claiming for and did not sufficiently know the case against them.

Consequently, I do not find that the Landlord has made it abundantly clear to any party that she is certain of the exact amounts she believes is owed by the Tenants. As I am not satisfied that the Landlord outlined her claims precisely, with clarity, I do not find that the Landlord has adequately established a claim for a Monetary Order pursuant to Section 59(2) of the *Act*. In addition, Section 59(5) allows me to dismiss this Application because the full particulars are not outlined. Furthermore, the Amendment was not served in compliance with Rule 4.6 of the Rules of Procedure and was considered late. For these reasons, I dismiss the Landlord's Application with leave to reapply.

As the Landlord was unsuccessful in her application, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I dismiss the Landlord's Application for Dispute Resolution with leave to reapply.

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 14, 2018

Residential Tenancy Branch