



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC-S, FF

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

- a monetary order for unpaid rent 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 his filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony.

At the outset, the landlord's agent requested an adjournment as the named landlord was unable to attend the hearing, but the agent was prepared to proceed. I find that as the landlord's agent (the landlord) was present and able to proceed that an adjournment is not necessary. The hearing proceeded.

Extensive discussions with the parties revealed that the landlord's monetary claim was without sufficient details. The tenants stated that they have no details or why the landlord was retaining their security deposit. The landlord stated that the details were provided in the submitted copy of a monetary worksheet completed by the landlord. When asked, the landlord stated that this monetary worksheet was not served upon the tenant. The landlord stated that her understanding that after it was uploaded to the Residential Tenancy Branch System that the tenants could view it there. A review of the submitted document shows an email link to a condition inspection report for the move-in dated December 4, 2016. The landlord was unable to provide any further details. The tenants reiterated that they do not have this document as it was not part of the notice of hearing package. I find that the landlord has failed to provide sufficient details in allowing the tenants an opportunity to properly respond to the application. As such, the landlord's application is dismissed with leave to reapply. 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: March 18, 2019

Residential Tenancy Branch