



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Landlord: MND, MNSD, MNDC, O, FF  
Tenant: MNSD, FF

### **Introduction**

This hearing dealt with cross Applications for Dispute Resolution with both parties seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

At the outset of the hearing I tried to have the landlord confirm when she had written the details of her dispute on the Application form (in her original Application or in her amended Application). The landlord had submitted an original on February 14, 2014 and an amended Application May 7, 2014. After attempting to confirm this information the landlord remained uncertain of my question and I did not receive any confirmation.

Section 59(2)(b) of the *Residential Tenancy Act (Act)* requires that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. Section 59 (3) stipulates a person who makes an Application for Dispute Resolution must give a copy of that Application to the other party within 3 days of making it.

This requirement is to ensure, in the interest of natural justice, that the responding party has an opportunity to understand the claim against them in order to prepare for the hearing. While the Residential Tenancy Branch Rules of Procedure allow for evidence to be served after the initial Application is served, I find when an Application for Dispute Resolution does not disclose the full particulars of the claim and does not disclose the full particulars of the claim until the applicant serve their evidence, the respondent has not been sufficiently informed of the claim to make a reliable response.

In the case before me, I find that even though the landlord did include a Monetary Order Worksheet with her evidence it is confusing and incorrect. As a result, I find that it remains unclear to me what the landlord has applied for or how she determined the amount of her claim. I therefore find it would be prejudicial to adjudicate her Application as it is submitted. I dismiss the landlord's Application in its entirety with leave to

reapply. Despite this dismissal, as noted below, the parties have reached a settlement agreement that prohibits the landlord from file a new Application against the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of double the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

### Background and Evidence

During the hearing the parties reached the following settlement:

1. The tenant withdraws her Application for Dispute Resolution against the landlord;
2. The parties agree that by the landlord returning \$1,060.00 to the tenant as she has on or about June 15, 2013 (\$600.00) and on July 11, 2013 (\$460.00) all matters related to the tenancy between these two parties are resolved;
3. The tenant agrees that she will not file an Application for Dispute Resolution against the landlord for any other matter resulting from this tenancy;
4. The landlord agrees that she will not file an Application for Dispute Resolution against the tenant for any other matter resulting from this tenancy.

### Conclusion

Based on the above settlement, I accept that all matters related to the tenancy between the named parties are resolved and that this settlement is final and binding on both parties.

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: May 29, 2014

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Residential Tenancy Branch

