



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER PRESTIGE REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPB MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking remedy under the *Residential Tenancy Act* (the “Act”) for an order of possession for breach of a fixed term tenancy agreement, for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for a monetary order for unpaid rent or utilities, to keep all or part of the security deposit or pet damage deposit, for compensation for damages to the unit, site or property, and to recover the cost of the filing fee.

The tenants and an agent for the landlord (the “agent”) attended the teleconference hearing. The parties were affirmed and the hearing process was explained to the parties, and an opportunity to ask questions about the hearing process was provided to the parties.

### Preliminary and Procedural Matters

At the outset of the hearing, the parties confirmed that the tenants vacated the rental unit and that the landlord was withdrawing their request for an order of possession as a result, as the landlord has already received possession of the rental unit back from the tenants.

The tenants testified that they did not understand the monetary breakdown of the landlord’s claim for \$15,000. The agent was advised that without a monetary breakdown on their application, the tenants would have no way to prepare to respond to the landlord’s monetary claim as the amounts were not set out in the application for dispute resolution. The landlord was advised, as a result, that the monetary portion of the remainder of their application was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (Act), as their application for dispute resolution did not provide sufficient particulars as is required by section 59(2)(b) of the Act. The landlord is

at liberty to re-apply, but is reminded to include full particulars of their claim when submitting their application in the “Details of Dispute” section of the application. Furthermore, when seeking monetary compensation, applicants are encouraged to use the “Monetary Order Worksheet” (Form RTB-37) available on the Residential Tenancy Branch website at <http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies> under “Forms”. The amount listed on the monetary worksheet being claimed should also match the monetary amount being claimed on the application.

Given the above, I do not grant the recovery of the landlord’s filing fee.

The tenants testified that they have not yet provided their written forwarding address to the landlord and as a result, I find that ordering the return of the tenants’ security deposit pursuant to Residential Tenancy Branch Policy Guideline #17 – Security Deposit and Set Off would be premature. As a result, I make no order in relation to the tenants’ security deposit.

### Conclusion

The landlord’s application has been refused pursuant to section 59(5)(c) and 59(2)(b) of the *Act*.

I make no findings on the merits of the landlord’s application. The landlord is at liberty to reapply. This decision does not extend any applicable time limits under the *Act*.

I make no orders in relation to the tenants’ security deposit as the tenants have not yet provided their written forwarding address to the landlord.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: July 29, 2015

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Residential Tenancy Branch

