



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlords' application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "Act"). The landlords applied to retain all or part of the tenant's security deposit, for a monetary order in an undisclosed amount and to recover the cost of the filing fee.

Landlord D.B. (the "landlord"), a witness for the landlord, and the tenants appeared at the teleconference hearing.

Preliminary and Procedural Matter

At the outset of the hearing, the parties were advised that the landlords' application for monetary compensation was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (Act), because their application for dispute resolution did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act.

I find that proceeding with the landlords' monetary claim at this hearing would be prejudicial to the tenants, as the absence of particulars that set out a specific amount would make it impossible to properly respond to the landlord's application. The landlords failed to specify a detailed breakdown of their monetary claim including the amount of each item and what each item being claimed represents as the cover page of the monetary order is not clear and the documentary evidence provides a conflicting amount.

Therefore, the landlords are at liberty to reapply, however, are reminded to provide a detailed breakdown of their monetary claim and are encouraged to use the Monetary Worksheet available at www.rto.gov.bc.ca when submitting a monetary claim. The landlords may include any additional pages to set out the details of their dispute in their application, as required.

I do not grant the landlords the recovery of the cost of the filing fee as a result.

As the landlord confirmed that they have the written forwarding address of the tenants for the \$400.00 security deposit I make the following order as the landlords will be beyond the 15 day timeline to apply towards the tenants' security deposit after receiving this decision.

I ORDER the landlords to return the tenant's full security deposit of **\$400.00** on or before **March 14, 2017**. Should the landlords fail to comply with my order the tenants are at liberty to apply for double the return of their security deposit. The landlord confirmed the currently mailing address of the tenants during the hearing which is included on the cover page of this decision for ease of reference.

Conclusion

The landlords' application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The landlords are at liberty to reapply for their monetary claim, however, may not claim against the tenants' security deposit which the landlords have been ordered to return in full as described above. The landlords are also encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted and to ensure the application is legible and the monetary amount claim matches the monetary order worksheet submitted with the application.

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: February 28, 2017

Residential Tenancy Branch