



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MNDC MNSD O

Introduction

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

- a Monetary Order for money owed or compensation for damage or loss under the *Act* pursuant to section 67;
- a return of his security deposit pursuant to section 38;
- a return of the filing fee pursuant to section 72; and
- unspecified Other damages.

Only the tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant explained that his application for dispute resolution package ("Application") was sent to the landlord via Registered Mail. The tenant was unable to provide a date or a Canada Post tracking number for this package but he did produce an email from the landlord dated February 23, 2017 stating that tenant's Application was received. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's Application on February 23, 2017.

Preliminary Issue – Particulars of Landlord's Application

The tenant seeks a Monetary Order and a return of his security deposit. During the hearing, the tenant stated that he only recently received the receipts that he required to support an amend Monetary Order. He explained that because of this he had not yet had a chance to submit them as part of his evidentiary package. I informed the tenant that because the landlord was not present, I could not accept any amendments to his Monetary Order of \$895.00. When I notified the tenant of this he asked to withdraw this portion of his claim from his application for dispute resolution.

The tenant also seeks a return of his security deposit of \$575.00. During the course of the hearing the tenant explained that he had received an interact email from the landlord for \$700.00. He stated that there were no notes or details associated with these funds and that he

could not locate the password to release the money. He was unable to explain what this \$700.00 figure represented.

Pursuant to section 59(2)(b) of the *Act*, an application must include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings. The purpose of the provision is to provide a landlord with enough information to know the tenant's case so that the landlord might defend themselves.

I find that the tenant was unprepared for the hearing. The tenant claimed that he had been sent funds by the landlord but was given no context concerning what this money represented. Furthermore, the amount that was sent to him by interact email did not align with his security deposit. The tenant withdrew his application for a Monetary Order as he did not include the full particulars of the figure he wished to recover from the landlord. I found his testimony to be unclear and confusing. I provided the tenant with ample time during this hearing in order to sort through her paperwork in order to clarify his claim and provide me with clear testimony, but he failed to do so.

Accordingly, as advised to the tenant during the hearing, I dismiss the tenant's Application for a return of the security deposit with leave to reapply.

The tenant withdrew his application for a Monetary Order and no ruling was made on this matter.

The tenant must bear the cost of his own filing fee.

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: April 12, 2017

Residential Tenancy Branch