



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC

### Introduction

On March 22, 2017, the Tenant submitted an Application for Dispute Resolution requesting money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement. The Tenant is also seeking the return of all or part of the pet damage deposit or security deposit.

The matter was scheduled as a teleconference hearing. The Landlord's agent and the Tenant appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

Section 2.5 of the Residential Tenancy Branch Rules of Procedure states an applicant must submit:

- *a detailed calculation of any monetary claim being made*

The Tenant failed to provide a detailed calculation of his monetary claim. He testified at the hearing that he was seeking compensation for moving costs, storage rental, and parking fees.

The Landlord testified that she did not receive a breakdown of the Tenant's claim prior to the hearing and did not understand the particulars of the claim.

In addition, the Tenant testified that he moved out of the rental unit on March 17, 2017.

Section 38 (1) of the Act states that within 15 days after the later of the date the tenancy ends, and the date the Landlord receives the Tenant's forwarding address in writing, the Landlord must repay any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

The Tenant's application for the return of the security deposit was made prior to 15 days from the end of the tenancy.

The Landlord testified that the Landlord did not make application for dispute resolution to keep the security deposit because they received a Notice of Hearing from the Tenant requesting the return of the deposit.

### Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

The Tenant's application for the return of the security deposit was premature. The Landlord did not have an opportunity to return the deposit or to make application for dispute resolution to retain it.

The Tenant's application for the return of the deposit is dismissed with leave to reapply. I grant the Landlord has 15 days from the date of this decision to repay the security deposit or make application for dispute resolution to make claim against it. If the Landlord does not return or make claim against the deposit within 15 days, the Tenant may reapply for dispute resolution.

The Tenant provided the Landlord with his address for service of documents or the return of the deposit.

The Tenant's other claims for compensation are dismissed with leave to reapply. If the Tenant reapplies for dispute resolution, he is encouraged to provide a detailed calculation of his claim.

Conclusion

The Tenant's application for the return of the security deposit was premature. The Tenant's application for the return of the deposit is dismissed with leave to reapply. The Tenant's other claims for compensation are also dismissed with leave to reapply.

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: August 23, 2017

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Residential Tenancy Branch