



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNRL-S, MNDCL-S, FFL

### Introduction

This hearing dealt with the landlords' Application for Dispute Resolution ("application") seeking under the *Residential Tenancy Act* ("Act") seeking a monetary order of \$15,129.32 for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation under the *Act*, regulation or tenancy agreement, to retain the tenant's security deposit and pet damage deposit, and to recover the cost of the filing fee.

The tenant and the landlords attended the teleconference hearing. The hearing process was explained to the parties and the parties were affirmed.

### Preliminary and Procedural Matters

The landlords submitted an amendment to increase the monetary claim to \$18,395.92; however, the amendment and the breakdown of the monetary claim was submitted late and not accordance with the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"). RTB Rule 2.5 reads in part:

#### **2.5 Documents that must be submitted with an Application for Dispute Resolution**

To the extent possible, the applicant should submit the following documents at the same time as the application is submitted:

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

[Emphasis added]

In the matter before me, the landlords failed to provide a sufficient breakdown of what damages they were claiming for in the amount of \$8,000.00 in their original claim. In

addition, in the amendment which increased the monetary claim, while RTB Rule 3.14 allows for documentary and digital evidence to be submitted not less than 14 days before the hearing, the date it is submitted and the date of the hearing are not included in the days calculated, and should only be relied upon if the applicant is unable to comply with Rule 2.5, otherwise an arbitrator may find the applicant is submitting late evidence for the purposes of prejudicing the respondent. Both parties have the right to a fair hearing. The tenant testified that she did not know of the monetary breakdown until after the deadline for submitted evidence when she was served at her place of employment by the applicants.

Given the above, I find that the application and monetary details have not been served in accordance with the RTB Rules. I find that this has unfairly prejudiced the tenant. Therefore, I dismiss the landlords' application **with leave to reapply** due to a service issue. I note this decision does not extend any applicable time limits under the *Act*.

### Analysis

As the landlords applied within 15 days of the October 4, 2018 end of tenancy date, and have claimed against the tenant's security deposit and pet damage deposit, I will deal with the deposits in this decision. The parties agreed that the landlords continue to hold the tenant's \$450.00 security deposit and \$550.00 pet damage deposit for a total in combined deposits of \$1,000.00. I find that there is no interest on either deposit.

As this application was dismissed with leave to reapply due to a service issue, I make the following order:

**I ORDER** the landlords to return the tenant's **\$1,000.00** in combined deposits within 15 days of this date, February 14, 2019.

The service address of the tenant was confirmed during the hearing and has been included on the cover page of this decision for ease of reference. Should the landlords fail to comply with my order, I grant the tenant a monetary order pursuant to sections 38 and 67 of the *Act* in the amount of **\$1,000.00**.

### Conclusion

The landlords' application is dismissed with leave to reapply, due to a service issue.

This decision does not extend any applicable time limits under the *Act*.

The landlords have been ordered to return the tenant's \$1,000.00 in combined deposits within 15 days of this date, February 14, 2019.

The service address of the tenant was confirmed during the hearing and has been included on the cover page of this decision for ease of reference. Should the landlords fail to comply with my order, I grant the tenant a monetary order pursuant to sections 38 and 67 of the *Act* in the amount of \$1,000.00.

This decision will be emailed to both parties. The monetary order will be emailed to the tenant.

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 14, 2019

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Residential Tenancy Branch