



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PARKFAIR ASSETS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, MNRL-S, FFL

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The landlord applied for a monetary order in the amount of \$12,168.91 for unpaid rent or utilities, for damage to the rental unit, site or property, to retain the tenant's security deposit, and to recover the cost of the filing fee.

An agent for the landlord AD ("agent") and the tenant attended the teleconference hearing. The parties had the hearing process explained to them and were affirmed. The parties were also provided an opportunity to ask questions about the hearing process.

### Preliminary and Procedural Matters

At the outset of the hearing, the parties were advised that the landlord's application was being refused, pursuant to section 59(5)(c) of the *Act* because the landlord's application did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the *Act* and Rule 2.5 of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules").

Specifically, the landlord failed to provide a breakdown for the \$12,168.91 amount claimed at the time the tenant applied or before the 14 day deadline under the Rules to submit evidence expired. I find that proceeding with the landlord's claim at this hearing would be prejudicial to the tenant, as the absence of particulars that set out how the landlord arrived at the amount being claimed makes it difficult, if not impossible, for the tenant to adequately prepare a response to the landlord's claim. I note the landlord applied on May 10, 2019, which provided significant time for the landlord to comply with Rule 2.5, however, the landlord failed to do so. I also note that the Monetary Order

Worksheet does not total the amount claimed and that the amount of rent claimed in the application also does not total the amount claimed either.

Both parties have the right to a fair hearing and the respondent is entitled to know the full particulars of the claim made against them at the time the applicant submits their application. Given the above, the landlord is granted liberty to reapply but is reminded to provide full particulars of their monetary claim. The landlord may include any additional pages to set out the details of their dispute in their application, as required.

In addition to the above, as both parties provided email addresses, the parties will receive this decision by email at the email addresses confirmed during the hearing.

I do not grant the landlord the recovery of the cost of the filing fee due to the landlord's failure to comply with Rule 2.5 of the RTB Rules.

Pursuant to the Residential Tenancy Branch Practice Directive 2015-01, I find the landlord confirmed having the tenant's written forwarding address as of June 24, 2019, which is after the landlord filed their application to claim against the tenant's security deposit of \$1,500.00. In addition, the parties confirmed that the tenancy began on September 1, 2001, and as a result, I find the security deposit balance held by the landlord has accrued \$68.70 in interest, making the total security deposit, \$1,568.70. As I have refused the landlord's claim pursuant to section 59 of the *Act*, I order the landlord to return \$1,568.70 to the tenant being the security deposit including interest within 15 days of this hearing date, August 19, 2019. I grant the tenant a monetary order in the amount of \$1,568.70, which will be of no force or effect if the landlord complies with my order above and returns the full security deposit including interest within 15 days of August 19, 2019.

### Conclusion

The landlord's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The landlord is at liberty to reapply for their monetary claim; however, is encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted in accordance with Rule 2.5 of the RTB Rules.

I do not grant the filing fee.

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

The landlord has been ordered to return \$1,568.70 to the tenant being the security deposit including interest within 15 days of this hearing date, August 19, 2019. The tenant is granted a monetary order in the amount of \$1,568.70, which will be of no force or effect if the landlord complies with my order above and returns the full security deposit including interest within 15 days of August 19, 2019.

This decision will be emailed to both parties. The monetary order will be sent by email to the tenant only for service on the landlord, if necessary.

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: August 19, 2019

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Residential Tenancy Branch