



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an Application for Dispute Resolution (“application”) by the landlord seeking remedy under the *Residential Tenancy Act* (“Act”) for a monetary order in the amount of \$11,584.57 unpaid rent or utilities, for damages to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

Tenant CB (“tenant”) and the landlord attended the teleconference hearing. The parties were affirmed and the hearing process was explained to the parties, and an opportunity to ask questions about the hearing process was provided to the parties.

Preliminary and Procedural Matters

The landlord was advised that their entire application was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (*Act*), as their application for dispute resolution did not provide sufficient particulars as is required by section 59(2)(b) of the *Act*. Specifically, the landlord has written that they are seeking a very specific amount of \$11,584.57; however, failed to include a written breakdown of how that amount was reached in their application.

Both parties have the right to a fair hearing. As the landlord failed to state clearly how that amount was reached of \$11,584.57, I find the tenant was not properly served with sufficient details of the landlord’s claim. The landlord is at liberty to re-apply as a result; however, are reminded to include full particulars of their claim when submitting their application in the “Details of Dispute” section of the application. Furthermore, when seeking monetary compensation, they applicants are encouraged to use the “Monetary Order Worksheet” (Form RTB-37) available on the Residential Tenancy Branch website

at www.rto.gov.bc.ca, under “Forms”. The amount listed on the monetary worksheet being claimed should also match the monetary amount being claimed on the application.

Given the above, I do not grant the recovery of the cost of the filing fee for the landlord.

As the landlord has applied to retain all or a part of the tenants’ security deposit. I will deal with that in this decision. The parties agreed that the tenants paid a security deposit of \$1,250.00 in 2018, which would have accrued no interest to date. The landlord confirmed that they continue to hold the tenants’ security deposit. As the landlord’s application is not proceeding at this hearing, I make the following order pursuant to section 62(3) of the *Act*.

I ORDER the landlord to return the tenants’ full security deposit of \$1,250.00 within 15 days of the receipt of this decision.

The tenants are at liberty to apply for compensation under the *Act*, should the landlord fail to comply with my order above. The written forwarding address for the tenants was confirmed during the hearing and has been included on the cover page of this decision for ease of reference.

Conclusion

The landlord’s application has been refused pursuant to section 59(5)(c) and 59(2)(b) of the *Act*.

The landlord is at liberty to reapply. This decision does not extend any applicable time limits under the *Act*.

As the landlord continues to hold the tenants’ security deposit of \$1,250.00, I have made the following order described above.

Should the landlord fail to comply with my order, the tenants are at liberty to apply for compensation under the *Act*.

This decision will be emailed to both parties at the email addresses confirmed by the parties during the hearing.

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: September 30, 2019

Residential Tenancy Branch