



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S FFL

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking remedy under the *Residential Tenancy Act* (the Act) for a monetary order in the amount of \$3,718.80 for damages to the unit, site or property and to recover the cost of the filing fee.

The landlord, the tenant and the spouse of the tenant AKM (tenant's spouse) attended the teleconference. 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.

The tenant confirmed that they were served with the landlord's documentary evidence and had the opportunity to review that evidence prior to the hearing. The landlord affirmed that they did not receive the tenant's documentary evidence, which the tenant stated was sent by email. As a result, the tenant's documents evidence was excluded in full due to insufficient evidence that it was served in accordance with the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

At the outset of the hearing, the landlord was advised that the Monetary Order Worksheet submitted in evidence in the amount of \$5,554.05 did not match the amount claimed of \$3,718.80. The landlord also confirmed that they did not submit a Monetary Order Worksheet setting out the specifics of the \$3,718.80 amount claimed and instead would rely on the receipts submitted in evidence.

Given the above, the landlord was advised that their entire application was being refused, pursuant to section 59(5)(c) of the Act, as their did not provide sufficient particulars as is required by section 59(2)(b) of the Act. The landlord is at **liberty to re-apply** as a result, but 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, the applicant is 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 landlord’s filing fee.

As the landlord has claimed against the tenant’s \$750.00 security deposit, I will address the security deposit in this decision. The parties agreed that the tenant provided their written forwarding address on the outgoing Condition Inspection Report dated August 15, 2019 (outgoing CIR). Although the landlord claims the tenant agreed to a deduction of \$486.00, the outgoing CIR does not match that amount. In addition, the tenant stated that they agreed to a lesser amount.

As a result of conflicting testimony and inconsistent documentary evidence, and pursuant to section 38 of the Act, I order the landlord to return the full **\$750.00** security deposit within 15 days of this hearing, **January 7, 2020**, to the written forwarding address provided by the tenant on the outgoing Condition Inspection Report on August 15, 2019 as indicated by the parties during the hearing. The tenant’s written forwarding address is the service address listed for the tenant on the application before me. I note that the 15 days applies to the payment being postmarked within 15 days, not received by the tenant within 15 days, as the landlord is unable to account for any delays related to Canada Post.

Should the landlord fail to comply with my order, I grant the tenant a monetary order in the amount of \$750.00 pursuant to section 67 of the Act, which will be of no force or effect if the landlord complies with my order.

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.

The landlord is ordered to return the tenant's \$750.00 security deposit as indicated above.

The tenant is granted a monetary order in the amount of \$750.00 pursuant to section 67 of the Act, which will be of no force or effect if the landlord complies with my order described above.

This decision will be emailed to both parties at the email addresses confirmed during the hearing. The monetary order will be emailed to the tenant only for service on the landlord only if necessary. Should the tenant require enforcement of the monetary order, it must first be served on the landlord and then may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: January 7, 2020

Residential Tenancy Branch