



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the tenants: MNSD FFT  
For the landlord: MNDCL

### Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) by both parties seeking remedy under the *Residential Tenancy Act* (the Act). The tenants applied for the return of their security deposit and other monetary relief that lacked a monetary breakdown of the amount claimed of \$2,400.00, which I will address further below. The tenants also applied for the recovery of the cost of the filing fee. The landlord applied for a monetary order 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.

Landlord agent NK (landlord agent) and an agent for the tenants NE (tenant agent) attended the teleconference hearing. The hearing process was explained to the parties. The parties were provided the opportunity to ask questions about the hearing process. A witness for the tenants was also present; however, was not called to testify.

The parties confirmed that they received documentary evidence prior to the hearing and that they had the opportunity to review that evidence. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matters

During the hearing, the tenant agent was advised that the tenants' application for monetary compensation was being refused, pursuant to section 59(5)(c) of the Act, because the tenants did not provide sufficient particulars of their claim for

compensation, as is required by section 59(2)(b) of the Act. I find that proceeding with the tenants' monetary claim at this hearing would be prejudicial to the landlord, as the absence of full particulars including a monetary breakdown of the amount being claimed, makes it difficult, if not impossible, for the landlord to adequately prepare a response to a claim against them. As a result, the tenants' monetary claim portion is dismissed with leave to reapply.

During the hearing, the landlord agent requested to withdraw the landlord's application in full, which the tenant agent did not object to. As a result, the landlord was permitted to withdraw the landlord's application. The landlord has liberty to reapply. This decision does not extend any timelines under the Act.

In addition, by consent of the parties, NE was removed as a respondent tenant as they are not listed on the tenancy agreement, and attended the hearing only as agent for the tenants. This amendment was made pursuant to section 64(3)(c) of the Act.

### Conclusion

The tenants' monetary claim has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act. The tenants are at liberty to reapply for their monetary claim. I note that this decision does not extend any applicable time limits under the Act. The filing fee is not granted under the Act.

As the landlord withdrew their application in full, the landlord is at liberty to reapply. I note that this decision does not extend any applicable time limits under the Act. The filing fee is not granted under the Act. This decision will be emailed to both parties at the email addresses confirmed 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: January 10, 2020