



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, FFL

Introduction, Preliminary and Procedural Matters

This hearing was convened as a result of the landlords' application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The landlords applied to retain all or part of the tenants' security deposit and pet damage deposit, for monetary compensation for alleged damage to the rental unit by the tenants, and to recover the cost of the filing fee.

The landlords' application listed two additional tenants, DW-C and SM, who did not attend the hearing, who were listed on the written tenancy agreement.

The landlord's agents and the listed tenant attended the hearing and a discussion was held about the landlord's monetary claim.

I informed the landlord's agents that the amount of their claim in their application differed from the amount in their monetary order worksheet submitted into evidence. Additionally, in the landlord's application, there was no breakdown of their original monetary claim of \$2,600.00.

Landlord's agent VY explained that the amount was the total of the tenants' security deposit and pet damage deposit, or \$1,300.00 each.

The tenant also raised procedural issues. The tenant said the landlord served the other tenants listed on the tenancy agreement by registered mail using the attending tenant's address. The tenant said the forwarding address he provided was his father's address and not the other tenants listed on the landlord's application. As a result, the tenant said he returned the two, registered mail envelopes to the landlord.

The tenant said SM vacated the rental unit a month after signing a tenancy agreement and did not know the whereabouts of either of those two tenants.

The tenant confirmed he was served the landlord's application by registered mail.

The tenant also denied receiving all of the landlord's evidence. The landlord said the additional evidence was mailed on February 18, 2020.

I then advised the parties that the landlords' application for monetary compensation was being refused, pursuant to section 59(5)(c) of the Residential Tenancy Act, because their application for dispute resolution 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 landlords' monetary claim at this hearing would be prejudicial to the tenant, as the absence of particulars that set out a specific amount would make it impossible to properly respond to the landlords' application. The landlords failed to specify a detailed breakdown of their monetary claim in their application, including the amount of each item, and what each item being claimed represents. The documentary evidence provides a conflicting amount.

Therefore, the landlords are at liberty to reapply, however, are reminded to provide a detailed breakdown of their monetary claim and are encouraged to use the Monetary Worksheet available at www.rto.gov.bc.ca when submitting an application containing a monetary claim. The landlords may include any additional pages to set out the details of their dispute in their application, as required.

I do not grant the landlords the recovery of the cost of the filing fee as a result.

After the hearing, I reviewed and considered Residential Policy Guideline 17. This Guideline stated that the arbitrator will order the return of a security deposit on a landlord's application to retain all or part of the security deposit.

As I have refused the landlords' application, with liberty to reapply, and the landlords confirmed that they have the written forwarding address of the tenant on October 16, 2019 for the \$1,300.00 security deposit and \$1,300.00 pet damage deposit, I make the following order:

Pursuant to section 62(3) and in consideration of Residential Tenancy Policy Guideline 17 C., **I order** the landlords to return the tenant's security deposit of \$1,300.00 and the

pet damage deposit of \$1,300.00. I direct the landlords to return these deposits to the tenant attending the hearing, made payable to this tenant, as the other tenants have not provided their forwarding address to the landlords.

To give effect to this order, I grant the tenant a monetary order in the amount of \$2,600.00. The final, legally binding monetary order is included with the tenant's Decision.

Should the landlords fail to pay the tenant this amount without delay, the order may be served upon the landlords and filed in the Provincial Court of British Columbia (Small Claims) for enforcement purposes. The landlords are advised that costs of such enforcement are recoverable from the landlords.

Conclusion

The landlords' application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act. The landlords are at liberty to reapply for their monetary claim, however, may not claim against the tenant's security deposit and pet damage deposit which the landlords have been ordered to return in full as described above.

The landlords are also encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted and to ensure the application is legible and the monetary amount claimed matches the monetary order worksheet submitted with the application.

The landlords are directed to return the tenant's security deposit of \$1,300.00 and pet damage deposit of \$1,300.00.

The tenant is granted a monetary award of \$2,600.00.

This decision 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: March 10, 2020

Residential Tenancy Branch