



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNRL-S, FFL

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on November 22, 2019, in which the Landlord sought \$725.01 in monetary compensation from the Tenants, authority to retain their security deposit and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for teleconference at 1:30 p.m. on April 14, 2020. Both parties called into the hearing. The Tenants were also assisted by an Advocate, H.B.

### Preliminary Matters

The Landlord failed to submit any evidence in support of her claim; nor did she particularize her claim on the Application. Additionally, although the Landlord filed an Amendment indicating her monetary claim had changed, she failed to provide any details as to the intended change.

The Tenants confirmed they did not receive any evidence from the Landlord nor were they aware the details of her claim.

The Landlord stated that she served her Application on the Tenants at the address provided by one of their friends. She denied the Tenants provided her with their forwarding address in writing.

The Tenants' Advocate stated that the Tenants provided their forwarding address in October of 2019. The Tenants also failed to provide any documentary evidence such that they did not documents to support this claim.

### Analysis and Conclusion

Section 59(2)(b) of the *Residential Tenancy Act* provides that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.

One of the principles of Natural Justice is that a party to a dispute has the right to know the details of any claim made against them, the opportunity to receive and respond to any documentary evidence relied upon by the claiming party, and to be present at any hearing of the claim. Section 59 of the *Act* codifies this principle and ensures those claiming relief at the Residential Tenancy Branch provide sufficient details so that the responding party is able to defend themselves against the claim.

In this case, I find the Landlord failed to provide sufficient particulars of her monetary claim. Accordingly, I dismiss her monetary claim with leave to reapply. Having been unsuccessful in her claim, I also dismiss, without leave to reapply, the Landlord's claim for recovery of the filing fee paid for her Application filed on November 22, 2019.

The Tenants stated that their current residence was destroyed by a fire less than a week prior to the hearing such that they are living in temporary housing. With the consent of their Advocate, the Tenants provided their Advocate's mailing address as their forwarding address (which is included on the unpublished cover page of this my Decision).

Pursuant to section 62(1)(b) of the *Act*, I find the Landlord is in receipt of the Tenants' forwarding address as of the date of the hearing. Pursuant to section 38(1) the Landlord has 15 days from the date of the hearing to either return the Tenants' security deposit to the Tenant's Advocate's Address or make a further Application for Dispute Resolution.

As discussed during the hearing, I make the above finding without prejudice to the Tenants' right to claim double their security deposit and argue that they provided the Landlord with their forwarding address in writing prior to the date of this hearing.

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: April 14, 2020

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Residential Tenancy Branch