



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S MNRL-S MNDCL-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 \$24,239.00 for unpaid rent or utilities, money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for damages to the unit, site or property, to retain the tenant's security deposit and pet damage deposit, and to recover the cost of the filing fee.

The landlord, an agent/interpreter for the landlord SL (landlord agent), the tenant, and an agent/interpreter for the tenant CH (tenant agent) 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.

### Preliminary and Procedural Matter

The landlord was advised that their entire application was being refused, pursuant to section 59(5)(c) of the Act as their application for dispute resolution did not provide sufficient particulars as is required by section 59(2)(b) of the Act. The tenants are 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 available on the Residential Tenancy Branch website at [www.rto.gov.bc.ca](http://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.

In addition, the landlord stated that the tenant has not provided their written forwarding address yet since vacating and returning the keys on January 5, 2020. As the tenant stated they could not recall if they provided their written forwarding address, the parties were advised that I would not deal with the security deposit and pet damage deposit as there was insufficient evidence to support that the tenant has provided their written forwarding address to the landlord, which they have one year to do from January 5, 2020.

### Conclusion

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

I make no findings on the merits of the landlord's application. The landlord is liberty to reapply. This decision does not extend any applicable time limits under the Act.

As I am not satisfied that the tenant has provided their written forwarding address yet to the landlord pursuant to section 38 of the Act, I will not deal with security deposit or pet damage deposit.

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: June 22, 2020

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Residential Tenancy Branch