



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT MNSD RPP FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied for a monetary order in the amount of \$1,400.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for the return of their security deposit, for the return of their personal property and to recover the cost of the filing fee.

The tenant and the landlord appeared at the teleconference hearing. The hearing process was explained to the parties and the parties were affirmed. The parties were also provided the opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Firstly, the name of the landlord was clarified that the landlord's legal name is YN and that she also goes by NW and as a result, I have amended the tenant's application to include the AKA (also known as) name for the landlord pursuant to section 64(3)(c) of the Act.

Secondly, at the outset of the hearing, the parties were advised that the tenant's application was being refused, pursuant to section 59(5)(c) of the 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 tenant's monetary claim at this hearing would be prejudicial to the landlord, as the absence of particulars that set out how the tenant arrived at the amount of \$1,400.00 makes it difficult, if not impossible, for the landlord to

adequately prepare a response to the tenant's claim. The tenant failed to specify a detailed breakdown of their monetary claim including the amount of each item and what each item being claimed represents. In addition, the landlord confirmed that they did not have any indication from the application on what added up to \$1,400.00 being claimed.

The tenant is at liberty to reapply; however, is 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 a monetary claim. The tenants may include any additional pages to set out the details of their dispute in their application, as required.

In addition, as the tenant applied for the return of their security deposit, the parties were asked if the tenant had ever supplied their written forwarding address to the landlord. The landlord and the tenant confirmed that the tenant has not provided their written forwarding address to the landlord, other than the application itself, which according to Residential Tenancy Branch (RTB) Practice Directive 2015-01, I find that the landlord has been served with the tenant's written forwarding address as of the date of this hearing, July 6, 2020. The tenant's written forwarding address has been included on the style of cause for ease of reference and was confirmed by the tenant during the hearing.

The landlord must deal with the tenant's security deposit within 15 days of July 6, 2020, in accordance with section 38 of the Act. The landlord stated that they have already applied against the tenant's security deposit and have a hearing scheduled for October 2020.

Conclusion

The tenant's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act. The tenant is at liberty to reapply for their monetary claim; however, is encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted. Failure to do so could result in the application being refused again with leave to reapply not being granted.

The tenant's written forwarding address has been included on the style of cause of this decision for ease of reference. The landlord must deal with the tenant's security deposit in accordance with section 38 of the Act.

This decision will be emailed to the parties at the email addresses provided by the parties 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: July 6, 2020

Residential Tenancy Branch