



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1210 HOLDINGS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSDS-DR FFT

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenants applied for the return of their security deposit and requested the recovery of the cost of the filing fee.

The tenants and two agents for the landlord DL and MM (agents) appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties presented their evidence. A summary of their testimony is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Both parties confirmed that they had received and had the opportunity to review the documentary evidence from the other party prior to the hearing. As a result, I find the parties were sufficiently served.

Preliminary and Procedural Matters

Firstly, this matter began as a tenants' ex-parte application file through the Direct Request process. An Interim Decision was issued dated September 8, 2020, which should be read in conjunction with this decision. This participatory hearing was scheduled as a result of the Interim Decision.

Secondly, as the tenants did not mention the \$50.00 "move in fee" in their application in the "Details of Dispute" section of their application, I decline to hear the tenant's \$50.00 move in fee portion of their application, 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, but 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” (Form RTB-37) available on the Residential Tenancy Branch website at 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. Also, any repairs requested or orders for the landlord to comply with the Act should include full particulars of the repairs and orders sought.

Thirdly, both parties confirmed that they were aware of a pending hearing scheduled for October 29, 2020 at 1:30 p.m. Pacific Time related to the landlords’ application filed on July 7, 2020. The file number of that application has been included on the Style of Cause for ease of reference. In the landlords’ application, the landlords have claimed against the tenants’ security deposit.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Issues to be Decided

- Are the tenant entitled to the return of her security deposit under the Act?
- If yes, are the tenants entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of a tenancy agreement was submitted in evidence and was not signed by either party.

The tenants admitted that they did not supply a copy of their June 26, 2020 email to the landlords, which included their written forwarding address. The agents confirmed that the email was received; however, and that on July 7, 2020, the landlord filed their application, which claims against the tenants’ security deposit.

The parties were advised that the landlords’ application was filed 11 days after June 26, 2020, and as a result, the tenants’ application was not necessary, as the security deposit will be addressed at the October 29, 2020 hearing.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Tenants' claim for the return of the security deposit – There is no dispute that both parties are aware of the upcoming October 29, 2020 1:30 p.m. scheduled hearing for the landlord's application. As part of that application, the landlords have claimed against the tenants' security deposit and as a result, I find this application was not necessary as the security deposit will be addressed at the October 29, 2020 hearing.

In addition, I find the landlords applied within 15 days of the June 26, 2020 email the parties confirmed included the written forwarding address of the tenants. Therefore, I dismiss the tenants' application due to insufficient evidence, without leave to reapply as I find the landlord has properly filed an application against the tenants' security deposit in accordance with section 38 of the Act.

As the tenants' application was unsuccessful, I do not grant the tenants the recovery of the cost of the filing fee.

Conclusion

The tenant's application is dismissed without leave to reapply.

The filing fee is not granted.

The security deposit will be addressed further at the October 29, 2020 scheduled 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: October 19, 2020

Residential Tenancy Branch