



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the landlord: MNRL FFL  
For the tenants: MNSDB-DR FFT

### Introduction and Preliminary Matters

This hearing was convened as a result of an Application for Dispute Resolution (application) by the landlord and tenants seeking remedy under the *Residential Tenancy Act* (the Act). The landlord applied for a monetary order for unpaid rent or utilities and to recover the cost of the filing fee. The tenants applied for the return of their security deposit and pet damage deposit, and to recover the cost of the filing fee.

The landlord and tenants KK-T and AB (tenants) attended the teleconference hearing. At the outset of the hearing the tenants confirmed that they did not serve the landlord with their documentary evidence and as a result, the tenants' documentary evidence was excluded in full.

In addition, the landlord's application did not include a monetary breakdown of the landlord's claim for \$1,125.31 and as a result, the landlord was advised that pursuant to section 59(2)(b) of the Act, the landlord's application was being refused due to the lack of sufficient particulars of their monetary claim for compensation, as is required by section 59(2)(b) of the Act.

Both parties have the right to a fair hearing. The tenants would not be aware of the landlord's monetary details without being served with a breakdown of the landlord's monetary claim. As a result, **I dismiss** the landlord's application **with leave to reapply**, due to insufficient details as noted above. The landlord is at liberty to reapply but is reminded to serve the tenants with their application and a full monetary breakdown of all monetary compensation claimed in accordance with the Act and the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). The landlord is encouraged to use

the Monetary Worksheet form located on the Residential Tenancy Branch website; [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca). The amount listed on the monetary worksheet being claimed should also match the monetary amount being claimed on the application.

Regarding the tenants' application, the parties were advised that I would be dealing with the security deposit and pet damage deposit (combined deposits) in this decision, as the landlord's application was being dismissed and the tenants had claimed for the return of their combined deposits.

In addition to the above, the parties confirmed their respective email addresses and that they understood that the decision would be emailed to the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Issues to be Decided

- What should happen to the tenants' combined deposits under the Act?
- Is either party entitled to the recovery of the filing fee under the Act?

### Background and Evidence

During the hearing, the parties acknowledged that the amount of the security deposit and pet damage deposit listed on the tenancy agreement were not correct. Eventually, the parties agreed on the following facts:

- A. The landlord received a total of \$1,850.00 in combined deposits from the tenants.
- B. The tenants agreed to a \$500.00 deduction from the combined deposits at the end of the tenancy for refilling the oil for the rental unit.
- C. The balance of the combined deposits owing to the tenants by the landlord is in the amount of \$1,350.00.

The parties also understood that the landlord's monetary claim was being dismissed with leave to reapply as noted above.

### Analysis

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

**Return of the combined deposits** – Section 38 of the Act requires that I deal with the combined deposits as the tenants have claimed for their return and the landlord continues to hold the combined deposits.

Based on the agreement of the parties during the hearing, I find that the landlord continues to hold a combined deposit balance of **\$1,350.00** as the tenants agreed that \$500.00 may be deducted from the \$1,850.00 of the original combined deposits held by the landlord.

As a result, I make the following order:

**I ORDER** the landlord to return the tenants' combined deposits balance of **\$1,350.00** to the written forwarding address confirmed during the hearing and included on the style of cause of this decision **no later than October 23, 2020 by 5:00 p.m. Pacific Standard Time (PST).**

This order is made pursuant to section 62(3) of the Act.

Should the landlord fail to comply with my order above, I grant the tenants a monetary order in the amount of **\$1,350.00, which will be of no force or effect if the landlord pays the tenants as ordered.**

I do not grant either filing fee as the landlords' application was refused as noted above and the tenants' application was unclear and contained incorrect information related to the combined deposits, which were resolved during this hearing.

### Conclusion

The landlord's monetary claim has been dismissed with leave to reapply pursuant to section 59 of the Act.

The landlord has been ordered to return the tenants' combined deposits balance of \$1,350.00 no later than October 23, 2020 by 5:00 p.m. PST as noted above.

The tenants' written forwarding address has been included on the style of cause for ease of reference.

The tenants have been granted a monetary order pursuant to section 67 of the Act in the amount of \$1,350.00, which will have no force or effect if the landlord pays the

tenants as ordered above. Should the tenants require enforcement of the monetary order, the tenants must first serve the landlord with the monetary order. This order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court. The landlord may also be responsible for all costs related to enforcement of the monetary order.

This decision will be emailed to both parties. The monetary order will be emailed to the tenants only for service on the landlord if necessary.

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 14, 2020

---

Residential Tenancy Branch