



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: MNSD

Landlord: MNDC MNSD FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on April 27, 2021.

Both parties attended the hearing and provided affirmed testimony.

Preliminary Matters

Although I had discussions with the parties in the hearing about service, timelines, and applications, I reminded parties prior to disconnecting the call that I would review all testimony and evidence after the hearing, prior to making any final determinations. My determinations are laid out below.

Tenant's Application

The Tenant applied for the return of double the security deposit. However, the Tenant stated he did not serve the Landlord with his Notice of Dispute Resolution Proceeding, for this hearing, which was issued to him on January 5, 2021. The Tenant only gave the Landlord his Notice of Direct Request Proceeding around a month earlier, which was for a separate, distinct process.

As stated in the hearing, the Tenant was required to not only serve his Notice of Direct Request Proceeding to the Landlord, but when that matter was adjourned to a participatory hearing, he also was required to serve the Notice of Dispute Resolution Proceeding, detailing what matters were to be discussed at the future hearing. The instructions are clearly laid out in the documentation he was provided and in the Rules of Procedure:

3.1 Documents that must be served with the Notice of Dispute Resolution Proceeding Package

The applicant must, within three days of the Notice of Dispute Resolution Proceeding Package being made available by the Residential Tenancy Branch, serve each respondent with copies of all of the following:

- a) the Notice of Dispute Resolution Proceeding provided to the applicant by the Residential Tenancy Branch, which includes the Application for Dispute Resolution;*
- b) the Respondent Instructions for Dispute Resolution;*
- c) the dispute resolution process fact sheet (RTB-114) or direct request process fact sheet (RTB-130) provided by the Residential Tenancy Branch; and*
- d) any other evidence submitted to the Residential Tenancy Branch directly or through a Service BC Office with the Application for Dispute Resolution, in accordance with Rule 2.5*

As the Tenant failed to serve the Landlord with the Notice of Dispute Resolution Proceeding issued to him on January 5, 2021, I dismiss his claim for double the security deposit, without leave to reapply. The Rules clearly stated the Tenant must provide this to the other party.

Landlord's Application

The Landlord stated she served the Tenant with her Notice of Dispute Resolution and evidence, in person. The Tenant confirmed he was served in this manner and did not take issue with the service of those documents. I find the Landlord sufficiently served her application and evidence for the purposes of this proceeding.

However, there was significant confusion regarding what amounts the Landlord was seeking on her monetary application. The Landlord confirmed she did not submit any detailed breakdown or calculation as to what amounts she is owed. She only estimated the amounts at "around \$2,500.00". The Landlord pointed to a couple of receipts she uploaded but the receipt totals did not coincide with her explanation of the amounts. The Landlord also indicated she is seeking money for the time she spent cleaning but did not have the amount of hours she spent in total. The Landlord provided an unclear explanation as to the total amount she is seeking, and how it was calculated.

I turn to the following rules of procedure:

2.5 Documents that must be submitted with an Application for Dispute Resolution

To the extent possible, the applicant should submit the following documents at the same time as the application is submitted:

- ***a detailed calculation of any monetary claim being made;***
- *a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and*
- *copies of all other documentary and digital evidence to be relied on in the proceeding, subject to Rule 3.17 [Consideration of new and relevant evidence].*

When submitting applications using the Online Application for Dispute Resolution, the applicant must upload the required documents with the application or submit them to the Residential Tenancy Branch directly or through a Service BC Office within three days of submitting the Online Application for Dispute Resolution.

I note the Landlord's claim is for a substantial amount of money, and many different items, many of which were only loosely referenced on her application. The Landlord did not submit any detailed calculation of what she is owed. I find it is prejudicial to the respondent to not have a monetary order worksheet. It also leads to an ineffective and inefficient hearing process, due to the lack of clarity. It also makes it difficult for me to understand the nature and basis of the application. The Landlord sufficiently served her Notice of Dispute Resolution and in that regard she served the required documents pursuant to section 3.1 of the Rules, which the Tenant did not do for his application (as noted above). The issue for the Landlord's application at this point is the lack of clarity and missing *recommended* documents to ensure an efficient and fair process. Having no detailed calculation and without a clear explanation in the hearing, I dismiss her claim with leave to reapply. However, this is not an extension of any statutory deadlines under the Act.

Given the deficiencies with the Landlord's application, and given her application is dismissed, I order that the Landlord return the security deposit balance of \$1,250.00, to the Tenant's forwarding address, forthwith. The Landlord confirmed she got this address sometime in January 2021. Even though the Landlord must return the security deposit balance, in full, following this hearing, the Landlord may apply for any and all monetary compensation separately. However, she is not entitled to hold the deposit pending the outcome of her future application.

Decision

The Tenant's application for double the security deposit is dismissed, without leave to reapply.

The Landlord's application for monetary compensation for damage to the unit is dismissed, with leave to reapply. However, the Landlord must return the Tenant's security deposit of \$1,250.00, following this hearing.

Accordingly, the Tenant is granted a monetary order pursuant to Section 67 in the amount of **\$1,250.00**. This order must be served on the landlord. If the landlord fails to comply with this order the Tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 27, 2021

Residential Tenancy Branch