



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNRL-S FFL

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order in the amount of \$5,130.00 for damages to the unit, site or property, for unpaid rent or utilities, and to recover the cost of the filing fee.

The landlord and the tenants 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. As neither party raised any concerns regarding the service of documentary evidence, I find the parties sufficiently served under the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

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

At the outset of the hearing, the landlord was advised that the Monetary Order Worksheet submitted in evidence in the amount of \$5,130.00 failed to include a breakdown of what items and what amounts for each item made up the amount claimed. The landlord also confirmed that they did not submit a Monetary Order Worksheet setting out the specifics of the \$5,130.00 amount claimed and instead would rely on the receipts submitted in evidence.

Given the above, the landlord was advised that their entire application was being refused, pursuant to section 59(5)(c) of the Act, as their application details did not provide sufficient particulars as is required by section 59(2)(b) of the Act. The landlord is 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, the applicant is encouraged to use the “Monetary Order Worksheet” (Form RTB-37) (monetary worksheet) available on the Residential Tenancy Branch website at <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/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.

As the landlord has claimed against the tenants’ \$1,150.00 security deposit and \$1,150.00 pet damage deposit (\$2,300.00 in combined deposits), I will address the combined deposits in this decision. The landlord confirmed that they received the tenants’ written forwarding address on RTB-Form 47, which was dated March 4, 2021 and the landlord filed against the combined deposits on March 7, 2021, which is within the 15 day timeline provided for under section 38 of the Act.

As a result, I order the landlord to return the full **\$2,300.00** in combined deposits within 15 days of this hearing, **July 26, 2021**, to the written forwarding address which is listed as the service address on the landlord’s application. I note that the 15 days applies to the payment being postmarked within 15 days, not received by the tenant within 15 days, as the landlord is unable to account for any delays related to Canada Post. The landlord may also rely on e-transfer as the tenant confirmed their email address for e-transfer purposes during the hearing.

Should the landlord fail to comply with my order, I grant the tenants a monetary order in the amount of \$2,300.00 pursuant to section 67 of the Act, **which will be of no force or effect if the landlord complies with my order.**

Conclusion

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

The landlord is at liberty to reapply. This decision does not extend any applicable time limits under the Act.

The landlord is ordered to return the tenants' \$2,300.00 in combined deposits as indicated above. The tenants are granted a monetary order in the amount of \$2,300.00 pursuant to section 67 of the Act, which will be of no force or effect if the landlord complies with my order described above.

This decision will be emailed to both parties at the email addresses confirmed during the hearing. The monetary order will be emailed to the tenants only for service on the landlord only 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: July 26, 2021

Residential Tenancy Branch