



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, MNETC, RPP

### Introduction

This hearing convened as a result of the tenant's application for dispute resolution filed on May 9, 2021, seeking remedy under the Residential Tenancy Act (Act) for:

- compensation for a monetary loss or other money owed;
- a return of their security deposit;
- compensation from the landlord related to a Two Month Notice to End Tenancy for Landlord's Use of Property (Notice); and
- an order requiring the landlord to return their personal property.

The tenant, the landlord and the landlord's advocate (advocate) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing 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, both parties affirmed they were not recording the hearing. The parties did not have any questions about my direction pursuant to RTB Rule 6.11.

The tenant confirmed receiving the landlord's evidence. The landlord said they did not receive the tenant's evidence until recently. I note that the tenant's evidence was not uploaded to the Residential Tenancy Branch (RTB) digital file until September 2, 2021.

Due to my review of the evidence and issues, I found it necessary to consider preliminary issues with the parties.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters –

**Tenant's claim for compensation for a monetary loss or other money owed**

At the outset of the hearing, the tenant was advised that the portion of their application for compensation for a monetary loss or other money owed was being refused, pursuant to section 59(5)(c) of the Act because the tenant's application did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act.

Additionally, Rule 2.5 of the Residential Tenancy Branch Rules of Procedure (Rules) states that the applicant must submit a detailed calculation of any monetary claim being made and copies of all other documentary and digital evidence to be relied on in the proceeding. The applicants are provided with instructions in the application package as to these evidence requirements.

The objective of the Rules is to ensure a fair, efficient, and consistent process for resolving disputes for landlords and tenants.

Specifically, the tenant failed to provide a breakdown of the amount claimed of \$20,501 at the time the tenant applied on or about May 9, 2021, or at any time from the date of their application, until they supplied all of their supporting documentary and digital evidence to the Residential Tenancy Branch (RTB) on September 2, 2021. The tenant did not serve the landlord their supporting documentary and digital evidence until it was mailed to them on August 27, 2021, according to the advocate.

The tenant's evidence also shows that their original monetary claim differs from the amount of claim in their evidence.

I find that proceeding with the tenant's monetary claim at this hearing would be prejudicial and procedurally unfair to the landlord, as the absence of particulars that set out how the tenant arrived at the amounts being claimed makes it difficult, if not impossible, for the landlord to adequately prepare a response to the tenant's claim.

Both parties have the right to a fair hearing and the respondent is entitled to know the full particulars of the claim made against them at the time the applicant submits their application.

The tenant is **granted liberty to reapply** but is reminded to provide full particulars of their monetary claim.

I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

**Tenant's claim for a return of their security deposit –**

Under section 38(1) of the Act, a landlord is required to either repay a tenant's security deposit or to file an application for dispute resolution to retain the deposit within 15 days of the later of receiving the tenant's forwarding address in writing or at the end of a tenancy.

In this case, the tenant confirmed he has not provided a **written forwarding address** to the landlord.

Pursuant to paragraph 38(1)(b), as the tenant has not provided their forwarding address in writing to the landlord, the landlord's obligation to return the deposit has not yet been triggered.

Under the Act, the tenant is not entitled to return of the security deposit until the written forwarding address has been provided to the landlord.

I therefore **dismiss** the tenant's request for a return of their security deposit, **with leave to reapply**.

**Tenant's claim for compensation from the landlord relating to a Two Month Notice to End Tenancy for Landlord's Use of Property (Notice) –**

The tenant confirmed that he did not receive such a Notice from the landlord. I therefore **dismiss this claim, without leave to reapply**.

**Tenant's claim for an order requiring the landlord to return their personal property –**

The tenant and advocate confirmed that there is no personal property left at the rental unit for which they seek its return. The claim was more in the way of compensation for alleged damage to a bed and couch.

For this reason, I **dismiss this claim, without leave to reapply**.

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: September 17, 2021

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Residential Tenancy Branch