



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EASY RENT REAL ESTATE SERVICES LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the landlord: MNDL-S FFL
For the tenant: MNSDS-DR FFT

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) by both parties seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary order for damage to the unit, site or property, for authorization to keep all or part of the tenant's security deposit, and to recover the filing fee. The tenant applied for double the return of their security deposit and to recover the filing fee.

The tenant, an agent for the landlord, OS (agent), and a support person for the agent, SB (support) attended the teleconference hearing. The hearing process was explained to the parties and opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present relevant evidence orally and in documentary form prior to the hearing and make submissions to me.

Regarding service, the tenant original testified that they served the landlord with their Notice of Dispute Resolution Hearing (Notice of Hearing, application, and document evidence (Package) via registered mail. The tenant was unable to locate the registered mail tracking number after being given several minutes to do so. Later in the hearing, the tenant changed their testimony by stating that they recall serving it in person on the landlord company. The tenant was advised that due to the conflicting testimony, I was not satisfied on service and as a result, **the tenant's application was dismissed due to a service issue.** As I will already be dealing with the security deposit in this decision, **I do not grant leave to reapply to the tenant.**

Regarding the landlord's Package, the tenant stated they could not recall it being served via mail. As a result, the agent provided a Canada Post registered mail tracking number, which has been included on the style of cause for ease of reference. According to the Canada Post registered mail tracking website, the Package was mailed on July 30, 2021 and was successfully delivered on August 4, 2021. Based on the above, I find the tenant was sufficiently served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the RTB 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 would be emailed to them.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenant's security deposit under the Act?
- Should the filing fee be granted?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on March 1, 2020 and reverted to a month-to-month tenancy as of February 28, 2021. Monthly rent in the amount of \$2,050.00 was due on the first day of each month. The tenant paid a security deposit of \$1,025.00, which the landlord continues to hold.

The parties agreed that the tenant provided their 30-day notice to end tenancy on May 30, 2021, which advised the landlord that the tenant would be vacating on June 30, 2021.

The parties agreed that the tenant provided their written forwarding address on the Outgoing Condition Inspection report on June 30, 2021. The landlord submitted their application on July 15, 2021, claiming against the tenant's security deposit.

The agent testified that due to them not hearing back from the Strata in time, the landlord has decided not to pursue a claim against the tenant.

Analysis

Based on the agent's testimony and on the balance of probabilities, I find the following.

As the landlord failed to provide a Monetary Order Worksheet or any other breakdown of how they arrived at the \$1,025.00 amount claimed, the parties were advised that the landlord's application was being refused, pursuant to section 59(5)(c) of the Act because their application for dispute resolution did not provide sufficient particulars of their claim, including their claim for compensation, as is required by section 59(2)(b) of the Act.

Given that the agent indicated that the landlord was no longer seeking a monetary claim, I find the landlord must return the tenant's security deposit of \$1,025.00. I find the landlord applied within the 15-day timeline provided for under the Act. Pursuant to section 62(3) of the act, I make the following order:

I ORDER the landlord to return the tenant's \$1,025.00 security deposit forthwith.

Accordingly, I grant the tenant a monetary order pursuant to section 67 of the Act, for the total security deposit of **\$1,025.00** should the landlord fail to return the tenant's security deposit.

I do not grant the filing fee as neither application was successful.

Conclusion

Neither application is successful.
I have made an order listed above.

I have issued the tenant a monetary order, should the landlord fail to comply with my order. The monetary order will be emailed to the tenant only for service on the landlord, if necessary. Should the tenant require enforcement of the monetary order, the order must be first served on the landlord with a demand for payment letter and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The landlord is advised that they can be held liable for all costs related to enforcing the monetary order.

This decision will be emailed to both parties.

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: January 31, 2022

Residential Tenancy Branch