



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-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 \$1,975.00 for damages to the unit, site or property, to retain the tenants' security deposit and pet damage deposit, and to recover the cost of the filing fee.

An agent for the landlord, SS (agent) and tenant TC (tenant) attended the teleconference hearing. The parties were affirmed, and the hearing process was explained to the parties. In addition, an opportunity to ask questions about the hearing process was provided to the parties.

The tenant confirmed that they were served with the landlord's documentary evidence and had the opportunity to review that evidence prior to the hearing. The landlord affirmed that they did not receive the tenants' documentary evidence, which the tenant stated was not served on the landlord. As a result, the tenants' documentary evidence was excluded in full due to insufficient evidence that it was served in accordance with 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 would be emailed to them.

Furthermore, the agent was advised that the Monetary Order Worksheet submitted in evidence in the amount of \$3,355.46 did not match the amount claimed of \$1,975.00. The landlord also confirmed that they did not submit a Monetary Order Worksheet setting out the specifics of the \$1,975.00 amount claimed and instead would rely on the Monetary Order Worksheet submitted several weeks after the application was filed and would abandon any amount over \$1,975.00.

The tenant was asked if they were aware of how the landlord reached the amount of \$1,975.00 being claimed. The tenant responded that they did not know how the landlord arrived at that amount. The parties were advised that I, the arbitrator, was also not aware of how the landlord arrived at the amount of \$1,975.00. Therefore, the agent was advised that their entire application was being refused, pursuant to section 59(5)(c) of the Act, as their application 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 and are reminded to include full particulars of their claim when submitting their application in the "Details of Dispute" section of the application. 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' \$625.00 security deposit and \$625.00 pet damage deposit (\$1,250.00 combined deposits), I will address the combined deposits in this decision. The parties agreed that the tenants provided their written forwarding address to the landlord on July 5, 2021. The landlord filed their claim within 15 days of July 5, 2021, by filing their application on July 17, 2021.

As I must deal with the combined deposits still being held by the landlord, I make the following order pursuant to section 62(3) of the Act.

I ORDER the landlord to return the combined deposits of **\$1,250.00** to the tenants within 15 days of the date of this decision.

I grant the tenants a monetary order in the amount of \$1,250.00 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' combined deposits of \$1,250.00 as indicated above. The tenants have been granted a monetary order in the amount of \$1,250.00 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.

If the tenants are required to enforce the monetary order, the landlord is cautioned that they could be held liable for all costs related to enforcing the monetary order.

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: February 1, 2022

Residential Tenancy Branch