



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OT, MNDCT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- other relief, identified as the return of the tenant's security deposit; and
- a monetary order of \$600.00 for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67.

The landlord ("purchaser") did not attend this hearing, which lasted approximately 22 minutes. The tenant and her agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 1:30 p.m. and ended at 1:52 p.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant, the tenant's agent, and I were the only people who called into this teleconference.

The tenant and her agent confirmed their names and spelling. The tenant stated the rental unit address. The tenant provided an email address for me to send this decision to her after the hearing. The tenant confirmed that her agent was her mother-in-law, and she required her assistance at this hearing.

At the outset of this hearing, I informed the tenant and her agent that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by anyone. The tenant and her agent both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to the tenant and her agent. They had an opportunity to ask questions, which I answered. I informed them that I could not provide legal advice to them. They did not make any adjournment or accommodation requests.

The tenant and her agent were provided with ample and additional time during this hearing to speak to each other and check their paperwork for this hearing. The tenant stated that she was confused and unsure about her application, so she wanted her agent to speak on her behalf at this hearing.

Both the tenant and her agent stated that the tenant applied for the return of her security deposit of \$600.00 in this application. The tenant and her agent confirmed that the tenant received her full security deposit of \$600.00 back from the former landlord, who is not named in this application.

I informed the tenant's agent that the tenant's entire application for the return of her security deposit of \$600.00, was dismissed without leave to reapply. She confirmed her understanding of same.

The tenant's agent stated that the tenant intended to apply for 12 month rent compensation, pursuant to section 51 of the *Act*. I informed her that the tenant did not indicate this in her application, nor did she include any corresponding amount for same. She said that the tenant filled out this current application incorrectly. I notified her that the tenant could file a new application, pay a new filing fee, and provide supporting evidence, if she wants to pursue the above application, in the future. I informed her that the tenant was required to name the correct parties in any application. She confirmed her understanding of same.

### Conclusion

The tenant's entire application is dismissed 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: February 11, 2022