



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed on August 20, 2021, for monetary compensation for loss or other money owed, for the return of the security deposit and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony. All parties confirmed under affirmation that they were not recording this hearing in compliance with the Rules of Procedures.

Preliminary and Procedural Issues

In this case, there have been multiple hearings between the parties. The last hearing held on November 5, 2020, resulted in the tenancy ending as the landlord was granted an Order of Possession for unpaid rent and the tenant vacated the premises on November 25, 2020.

In this matter the tenant is claiming the amount of \$32,775.00 for compensation for monetary loss or other money owed. The detail of the tenant's claim in their application is as follows,

“Compensation for multiple violations of the ACT, the regulations, the tenancy agreement, and two RTB decisions”

[Reproduced as written.]

Section 59(2) of the Act states the following,

- (2) An application for dispute resolution must
 - (a) be in the applicable approved form,
 - (b) **include full particulars of the dispute that is to be the subject of the dispute resolution proceedings,** and
 - (c) be accompanied by the fee prescribed in the regulations.

(5)The director may refuse to accept an application for dispute resolution if

- (a)in the director's opinion, the application does not disclose a dispute that may be determined under this Part,
- (b)the applicant owes outstanding fees or administrative penalty amounts under this Act to the government, or
- (c)the application does not comply with subsection (2).

In this case, I do not find the tenant's application is in compliance with section 59 of the Act, as the details do not provide the full particulars of the dispute to be heard relating to monetary loss or other money owed. The tenant refers to multiple violations of the Act; however, does not given any descriptions, such as what, when how or the section of the Act that has been violated.

While I accept the tenant has filed over 80 pieces of evidence; however, evidence is only in support of the particulars of the dispute that are listed in the Application. It is not up to the other party to sort through the evidence to try and determine the claim against them or if the evidence is even relevant or has been dealt with at prior hearings.

In this case, the tenancy ended on November 25, 2020, I find it would highly unfair and prejudicial to the landlord to grant the tenant leave to reapply as the tenant has stated that they have already brought multiple claims against the landlord that have been dismissed. Therefore, I dismiss this portion of the tenant's claim without leave to reapply.

However, I am prepared to hear the tenants claim for the return of the security deposit as that issue is clearly identified in their application.

I have to note for the record, that during the hearing the tenant was argumentative and difficult to deal with. The tenant was referring to many previous hearings, to which they had lost and making other allegation that the Arbitrators, including myself were refusing to enforce the Act. The tenant was cautioned several times during the hearing.

Issue to be Decided

Is the tenant entitled to the return of the security deposit?

Background and Evidence

The parties agreed that the tenancy ended on November 25, 2020.

The tenant stated that they wrote their forwarding address on the envelope they sent to the landlord on July 8, 2021. The tenant stated that the envelope contained information to the landlord that they wanted money for damages, and they wanted their security deposit.

The landlord stated they did not receive the tenants forwarding address requesting the return of the security deposit.

The tenant responded that there was a letter in the envelope; however, they did not provide a copy of the letter as evidence for my consideration.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, while I accept the tenant may have put an address on the outside of an envelope; however, envelopes are often discarded when the package is opened, as it is the contents of envelope which is intended to be read. The return address on the envelope is primary used to return the package to the sender if not delivered.

I have no documentary evidence from the tenant that the package contained any letter designating a forwarding address for the return of the security deposit, such as a copy of the letter.

Based on the above, I cannot find the landlord had received the tenant's forwarding address for the return of the security deposit as required by the Act. Therefore, I must dismiss the tenant's application without leave to reapply.

Conclusion

The tenant's 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: March 11, 2022

Residential Tenancy Branch