



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MNSD-DB-DR FFT
For the landlords: MNDL-S MNDCL-S FFL

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 landlords applied for a monetary order in the amount of \$16,450.00 for damage to the unit, site or property, for money owed for compensation for damage or loss under the Act, regulation or tenancy agreement, to offset any amount with the tenant's security deposit and pet damage deposit, and to recover the cost of the filing fee. The tenant applied for a monetary order in the amount of \$1,750.00 for the return of their security deposit and pet damage deposit, and to recover the cost of the filing fee.

The tenant and the landlords attended the teleconference and were affirmed. The hearing process was explained to the parties and an opportunity to ask questions was provided to the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Regarding documentary evidence, both parties eventually confirmed that they received the evidence from the other party. I find the parties were sufficiently served under the Act as the timelines stated during the hearing, confirmed that both parties had ample opportunity to review the evidence served upon them. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

Preliminary and Procedural Matters

During the hearing, the landlords were advised that their application for monetary compensation was being refused, pursuant to section 59(5)(c) of the Act as their application did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act. Specifically, the landlords' monetary claim of \$16,450.00 did not provide a breakdown of the specific items claimed at the time the landlords filed their application and that the Monetary Order Worksheet they submitted in evidence was left blank.

I find that proceeding with the landlords' monetary claim at this hearing would be prejudicial to the tenant, as the absence of full particulars including a monetary breakdown of the amounts being claimed, makes it difficult, if not impossible, for the tenant to adequately prepare a response to a claim against them. As a result, the landlords' application is **dismissed with leave to reapply**. As a result of the above, only the tenant's application was considered during this proceeding.

Issues to be Decided

- What should happen to the tenant's security deposit and pet damage deposit (combined deposits) under the Act?
- Are the tenants entitled to recover the cost of the filing fee under the Act?

Background and Evidence

A copy of the first and second tenancy agreements were submitted in evidence. The second tenancy agreement began on July 1, 2019. Monthly rent was \$1,650.00 per month. The parties agreed that the tenant paid an \$825.00 security deposit. In terms of the pet damage deposit, the tenant first stated they paid \$525.00 and then when they obtained a second cat, they paid an additional \$250.00. The tenant was advised that this contradicts their own application, which states the tenant paid an additional \$300.00 when they obtained their second cat. As a result, the tenant withdrew the second pet damage deposit from their claim and reduced their claim during the hearing to \$825.00 for the security deposit, plus \$525.00 for the pet damage deposit, which totals \$1,350.00 in combined deposits. I permit the amendment for the reduced claim pursuant to section 64(3)(c) of the Act.

As the landlords' claim was refused and the landlords claimed against the tenant's combined deposits, I must deal with the combined deposits in this decision, regardless of whether the tenant filed their application.

Regarding the tenant's written forwarding address, the parties confirmed that the tenant provided their written forwarding address on the outgoing Condition Inspection Report dated October 1, 2021. The landlords filed their application on October 12, 2021.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant provided their written forwarding address as of October 1, 2021, and the landlords filed their application on October 12, 2021, I find the landlords filed their application within the 15-day timeline provided under section 38 of the Act.

I also find that the landlords are not entitled to continue to hold the tenant's combined deposits given that the landlords' application was refused and dismissed with leave to reapply.

Therefore, pursuant to section 38 and 67 of the Act, I grant the tenant a monetary order in the amount of **\$1,350.00** for the return of the tenant's full combined deposits.

I decline to award the filing fee to the landlords as their claim was refused for the reason stated above.

I also decline to award the filing fee to the tenant as their testimony contradicted their application details.

Conclusion

The landlord's claim is refused as noted above. The landlords have been granted leave to reapply.

The tenants have been granted a monetary order in the amount of \$1,350.00 for the return of their combined deposits. Should the tenant require enforcement of the monetary order, the order must be served on the landlords and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The landlords are reminded that they can be held liable for all costs related to enforcing the monetary order.

This decision will be emailed to both parties. The monetary order will be emailed to the tenant only for service on the landlords, if necessary.

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: June 2, 2022

Residential Tenancy Branch