



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LL: MNDL-S, MNDCL-S, FFL
 TT: MNDCT, MNSD, FFT

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Landlords’ Application for Dispute Resolution was made on April 6, 2022 (the “Landlords’ Application”). The Landlords applied for the following relief, pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The Tenants’ Application for Dispute Resolution was made on May 24, 2022 (the “Tenants’ Application”). The Tenants applied for the following relief, pursuant to the *Act*:

- an order granting the return of all or part of the security deposit;
- a monetary order for damage or compensation; and
- an order granting recovery of the filing fee.

The Landlords and the Tenant attended the hearing at the appointed date and time. At the start of the hearing, the parties confirmed service and receipt of their respective Applications and documentary evidence packages. As there were no issues raised, I find that above mentioned documents were sufficiently served pursuant to Section 71 of the *Act*.

Preliminary Matters

Both parties have submitted an application for monetary compensation. At the start of the hearing, both the Landlords and the Tenant confirmed that they have not provided a monetary order worksheet in their Applications.

According to Section 59 (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.
- (3) Except for an application referred to in subsection (6), a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it, or within a different period specified by the director.
- (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).**

I find that proceeding with the Applicants' monetary claims at this hearing would be prejudicial to the Respondents, as the absence of particulars that set out how the Landlords arrived at the amount of \$3,600.00 and how the Tenants arrived at the amount of \$3,027.73 makes it difficult, if not impossible, for the Respondents to adequately prepare a response to the Applicants' claims. The parties have failed to specify a detailed breakdown of their monetary claim including the amount of each item and what each item being claimed represents in the "Details of Dispute" section of the Application.

For these reasons, both the Landlords' and the Tenants' Applications are dismissed with leave to reapply. The parties are reminded to provide a detailed breakdown of their monetary claim and is encouraged to use the Monetary Worksheet available at www.rto.gov.bc.ca when submitting a monetary claim.

The Landlords had applied to retain the Tenants' security deposit in the amount of \$825.00. During the hearing, the parties confirmed that the Landlords still hold this amount. The parties agreed that the tenancy ended on February 28, 2022 and the Landlords received the Tenants' forwarding address in writing on March 24, 2022. As

the Landlords applied to retain the Tenants' deposit on April 6, 2022, I find that they were within the 15 day time limit set out in Section 38 of the Act. I find however, that the Landlords were not successful with their Application, therefore, I find that the Landlords are required to return the Tenants' deposit in the amount of \$825.00.

As such, the Tenants are provided with a monetary order in the amount of \$825.00 which represents the full return of their security deposit, pursuant to Section 67 of the *Act*.

Conclusion

The Landlords' and the Tenants' Applications have been refused pursuant to section 59(2)(b) of the *Act*. The parties are at liberty to reapply for her monetary claim; however, is encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted.

The Tenants are provided with a monetary order in the amount of \$825.00 which represents the full return of their security deposit.

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: December 12, 2022

Residential Tenancy Branch