



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNDL-S MNRL-S MNDC-L FFL

### Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlords applied for a monetary order in the amount of \$2,251 for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to offset any amount owing from the tenant's security deposit, and to recover the cost of the filing fee.

The landlords and the tenant appeared at the teleconference hearing. The parties were affirmed and both parties were also provided the opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matters

At the outset of the hearing, the landlords were advised that they failed to complete Form RTB-42L, Landlord Request to Amend a Dispute Resolution Application (Amendment Form) for their updated Monetary Order Worksheet dated January 21, 2023 (January 2023 Worksheet) and instead attempted to rely on serving the January 2023 Worksheet on the tenant as an amendment, which is not permitted under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). RTB Rule 4.1 applies and states:

#### **4.1 Amending an Application for Dispute Resolution**

An applicant may amend a claim by:

- **completing an Amendment to an Application for Dispute Resolution form;**
- and**

- **filing the completed Amendment to an Application for Dispute Resolution form and supporting evidence on the Dispute Access site or with the Residential Tenancy Branch directly or through a Service BC Office.**

An amendment may add to, alter or remove claims made in the original application. As stated in Rule 2.3 [*Related issues*], unrelated claims contained in an application may be dismissed with or without leave to reapply.

**See also Rule 3 [Serving the application and submitting and exchanging evidence].**

[emphasis added]

Given the above, the landlords requested to proceed with the lower amount of their original claim of \$2,251, and accordingly, I advised the parties that I would determine if the amount claimed was specified in the original application.

Other than a cleaning receipt of \$200, I find that no other portion was specified or broken down by the landlords, and the tenant agreed. Accordingly, I find the landlord failed to provide sufficient details of their application for \$2,251. Therefore, the parties were advised that the landlords' application was being refused, pursuant to section 59(5)(c) of the Act because their application for dispute resolution did not provide sufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act. For example, the landlords neglected to submit a Monetary Order Worksheet in the amount of \$2,251 with their application and only submitted the January 2023 Worksheet for over double the original amount claimed without completing the approved Amendment Form required by RTB Rule 4.1.

Given the above, I find that proceeding with the landlords' monetary claim at this hearing would be prejudicial to the tenant, as the absence of particulars that set out how the landlord arrived at the amount of \$2,251 makes it difficult, if not impossible, for the tenant to adequately prepare a response to the landlords' claim.

I also find that as the parties confirmed that the tenant provided their written forwarding address to the landlords as of May 25, 2022, that the landlords must return the full security deposit of \$925, which has accrued **\$2.32** in interest under the Act for a total security deposit of **\$927.32**, which includes interest. Accordingly, I make the following order pursuant to section 62(3) of the Act:

**I ORDER** the landlords to return the tenant's full security deposit of **\$927.32**, which includes interest no later than 15 days after February 16, 2023.

Should the landlords fail to comply with my order, I grant the tenant a monetary order in the amount of **\$927.32**, which will be of no force or effect if the landlords pay the tenant as ordered above.

The landlords are at liberty to reapply; however, are reminded to provide a detailed breakdown of their monetary claim and are encouraged to use the Monetary Order Worksheet (RTB-37) available at <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms/forms-listed-by-number> when submitting a monetary claim and to file that at the time they apply. The applicant may include any additional pages to set out the details of their dispute in their application, as required.

I do not grant the filing fee as this matter was refused as noted above.

To assist both parties in service for any future claim related to this party, I also make the following order regarding email service:

**I ORDER** that both the tenant and landlords may serve each other with all dispute resolution documents for any future claim related to this tenancy at the email addresses confirmed by the parties as accurate and that have been included on the cover page of this decision for ease of reference.

### Conclusion

The landlords' application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act.

The landlords must return the tenant's security deposit of \$927.32 no later than 15 days after February 16, 2023. The tenant is granted a monetary order in that amount should the landlords fail to comply with my order.

The landlords are at liberty to reapply for their monetary claim; however, are encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted. Failure to do so could result in the application being refused again with leave to reapply not being granted.

This decision will be emailed to the parties at the email addresses confirmed as noted above.

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 16, 2023

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Residential Tenancy Branch