



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MND-S, MNDC-S, FF

Introduction, Preliminary and Procedural Matters-

This hearing convened to deal with the landlords' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlords applied for compensation for alleged damage to the rental unit by the tenants, compensation for a monetary loss or other money owed, authority to keep the tenants' security deposit to use against a monetary award, and recovery of the cost of the filing fee.

The landlords and the tenants attended and were affirmed.

Thereafter, preliminary matters were discussed prior to a hearing on the merits of the application.

The landlords' monetary claim is \$2,795.01, which was listed as \$1,329.01 for alleged damage and \$1,466 for monetary compensation. The filing fee was also included.

Analysis and Conclusion

At the outset of the hearing, the landlords were advised that their application for monetary compensation was being refused, pursuant to section 59(5)(c) of the Act, because the application did not provide sufficient particulars of the claim for compensation, as is required by section 59(2)(b) of the Act.

From a review of the landlords' application and evidence, I find the landlords failed to provide a breakdown or particulars of the claim as to how the landlords arrived at the amount listed.

The landlords were informed that their application was being refused, pursuant to section 59(5)(c) of the Act because I find that the application provided insufficient particulars of their claim for compensation, as is required by section 59(2)(b) of the Act. Additionally, Rule 2.5 states that the applicant must submit a detailed calculation of any monetary claim being made and copies of all other documentary and digital evidence to be relied on in the proceeding. The applicants are provided with instructions in the application package as to these evidence requirements. The RTB provides monetary order worksheet forms parties may use to detail their monetary claim.

The objective of the Rules is to ensure a fair, efficient, and consistent process for resolving disputes for landlords and tenants.

The tenants confirmed they did also did not receive a detailed listing or breakdown of the monetary claim.

I find that proceeding with the monetary claim at this hearing would be prejudicial and procedurally unfair to the other party, as the absence of particulars that sets out how the landlords arrived at the amount being claimed makes it difficult, if not impossible, for the other to adequately prepare a response to the claim.

Both parties have the right to a fair hearing and the respondents are entitled to know the full particulars of the claim made against them at the time the applicant submits their application in order to prepare a response.

I therefore **dismiss** the landlords' application for monetary compensation, **with leave to reapply**.

I do not grant the landlords recovery of the cost of the filing fee as I have not considered the merits of their application.

Leave to reapply does not extend any applicable time limitation period.

Tenancy Policy Guideline 17 applies here, which provides the following:

C. RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH DISPUTE RESOLUTION

1. The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:

- a landlord's application to retain all or part of the security deposit;
or
- a tenant's application for the return of the deposit.

unless the tenant's right to the return of the deposit has been extinguished under the Act¹⁴. The arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for dispute resolution for its return.

As I have refused the landlords' application to retain the tenants' security deposit, I find the tenants' security deposit must be returned. Pursuant to section 62(3) of the Act, I order the landlords to return the tenants' security deposit of \$662.50, plus interest of \$2.12, immediately.

To give effect to this order, I grant the tenants a **monetary order** pursuant to section 67 of the Act for the amount **\$664.62**.

Should the landlords fail to pay the tenants this amount without delay, the monetary order must be served upon the landlords for enforcement, and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court.

The landlords are cautioned that costs of such enforcement are recoverable from the landlord.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: March 01, 2023

Residential Tenancy Branch