



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRT MNDCDT MNSD FFT

Introduction

This dispute relates to a tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- \$5,430 for compensation under the Act and return of security deposit,
- Filing fee.

The parties listed on the cover page of this decision attended the teleconference. The parties promised to tell the truth and the hearing process was explained to the parties, and an opportunity to ask questions about the hearing process was provided to the parties.

Preliminary Matters and Analysis

A previous decision dated October 13, 2022 (Previous Decision), the file number of which has been included on the cover page of this decision, should be read in conjunction with this decision. The Previous Decision stated that the tenant failed to provide any monetary order worksheet with a detailed breakdown and calculation of the total amount sought.

In the matter before me, the tenant once again failed to submit a Monetary Order Worksheet (Form 37). The tenant was advised that their entire application was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (Act), as their application for dispute resolution did not provide sufficient particulars as is required by section 59(2)(b) of the Act. The tenants are **at liberty to re-apply** as a result but are reminded to include full particulars of their claim when submitting their application in the "Details of Dispute" section of the application. Furthermore, when seeking monetary compensation, they applicants are hereby directed to use the "Monetary Order

Worksheet" (Form RTB-37) available on the Residential Tenancy Branch website at <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms/forms-listed-by-number>.

I find the application as submitted by the tenant was confusing to the respondent and arbitrator and relied on searching for evidence to support the application. The application should not be confusing and not required searching for documentary evidence to determine the details of the claim. Form 37 has been designed to set out clearly what the claim is for and how the amounts were arrived at and for what remedy under the Act.

Given the above, I **do not** grant the recovery of the tenants' filing fee.

I **caution** the tenant that should they reapply without a Form 37, a future arbitrator may decide to dismiss their application **without leave to reapply**.

The tenant requested to have the security deposit dealt with at this hearing. The parties were advised that pursuant to RTB Practice Directive 2015-01 (Directive) that the application is not to be considered a written forwarding address. The tenant referred to a text that was not submitted in evidence. Accordingly, I find there is insufficient evidence before me to support that the tenant has provided their written forwarding address in a method approved by the Act. Therefore, in accordance with the Directive, I find the landlord has been sufficiently served with the tenant's written forwarding address as of June 1, 2023, the date of this hearing.

The landlord must deal with the tenants' security deposit including interest in accordance with section 38 of the Act. If they fail to, the tenants may reapply for compensation related to the security deposit.

Conclusion

The tenants' application has been refused pursuant to section 59(5)(c) and 59(2)(b) of the Act. I make no findings on the merits of the tenants' application other than the security deposit listed above, which I find was served as of June 1, 2023.

The tenants are at liberty to reapply and are directed should they reapply to use Form 37 and complete it in full and add any additional pages if necessary.

This decision does not extend any applicable time limits under the Act.

The tenants' written forwarding address has been included on the cover page of this decision.

The landlord must deal with the tenants' \$450 security deposit within the required timeline under section 38 of the Act. Should the landlord fail to do so, the tenant is at liberty to reapply for compensation regarding their security deposit.

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, 2023

Residential Tenancy Branch