

DECISION

Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The Landlord made an application as well for:

- a Monetary Order for unpaid rent pursuant to section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Preliminary Matter

The Landlord did not attend the hearing and his application is dismissed.

Background and Evidence

The Tenant testified that he served the Landlord with his Dispute Notice and evidence by registered mail on September 18, 2023. He provided an RTB form in evidence with a Canada Post Tracking Number.

The Tenant testified that he was seeking the return of his security deposit that the Landlord is retaining. He testified that he provided the Landlord with notice of his forwarding address on August 14, 2023. He provided RTB form #41 in evidence showing he sent the Landlord his forwarding address on that date.

The Tenants' written application on the dispute notice states the following:

Applicant's dispute description

In December 8 2019 I gave him a deposit of 1000 dollars, I gave him extra 100 that went toward the first rent payment on December 15, 2019 in the amount of 1700 hundred. The rent at that time was 1800 dollars, after that he increased the rent to 1950 dollars

Supporting Evidence

Proof of Money Owed

Description: The first receipt is for the damage deposit witch was on December 8 2019. The second receipt is for the first rent payment witch was on December 15 2019 witch are both signed by the landlord (1 file)

Analysis

I find that the Tenants' application did not properly state the nature of the application nor the relief requested. It is not clear to me that the Landlord would have understood what the Tenants were requesting. It is not the case that the Tenants were merely vague in his application. In the oral hearing he made a completely different request than in his initial application, and the evidence that he served on the Landlord would not have assisted the Landlord in understanding the application.

The Tenants' application under this head is dismissed with leave for the Tenants to reapply for the return of his security deposit under the correct heading.

As the Tenants were not successful in their application they are not entitled to recover the \$100.00 filing fee and that application is dismissed also with leave to reapply.

Conclusion

Accordingly, in the absence of any evidence or submissions, I order the application dismissed, with leave to reapply. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: February 5, 2024

Residential Tenancy Branch