



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

For the Tenants: OLC, FFT

For the Landlords: OPB, MNRL-S, MNDCL-S, LRSD, FFL

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear a cross application regarding the above-noted tenancy.

The tenants' application pursuant to the Act is for:

- an order requiring the landlord to provide services or facilities as required by the tenancy agreement or the Act, pursuant to section 62; and
- an authorization to recover the filing fee, under section 72.

The landlords' application pursuant to the Act is for:

- an order of possession based on the end of a fixed-term tenancy agreement, pursuant to sections 44 and 55;
- a monetary order for unpaid rent, pursuant to section 26;
- a monetary order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67;
- an authorization to retain the security deposit (the deposit), under section 38; and
- an authorization to recover the filing fee, under section 72.

Tenant ZH (the Tenant), the Tenants' counsel NS and landlord HM (the Landlord) attended the hearing. The Tenant represented tenant MS and the Landlord represented landlord GF. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The parties each confirmed receipt of the applications and evidence (the materials) and that they had enough time to review the materials.

Based on the testimonies I find that each party was served with the materials in accordance with section 89 of the Act

Tenants' application

Both parties agreed the tenancy ended on March 3, 2024 and the Landlords returned the \$1,250.00 deposit to the Tenants.

The Tenants applied for an order for the Landlords to comply with the Act. This claim is now moot since the tenancy has ended.

Section 62(4)(b) of the Act states an application should be dismissed if the application or part of an application for dispute resolution does not disclose a dispute that may be determined under the Act. I exercise my authority under section 62(4)(b) of the Act to dismiss the Tenants' application for dispute resolution.

Accordingly, I dismiss the Tenants' application in its entirety.

The Tenants must bear the cost of the filing fee, as they were not successful.

Landlords' application

The Landlords' claims for an order of possession and for an authorization to retain the deposit are now moot since the Landlords received possession and returned the deposits.

The Landlords' application states:

02 - I want to recover the money for the unpaid rent and/or utilities - request to retain security and/or pet damage deposit. \$5,300.00

Applicant's dispute description

this is just a rough estimate (for 2 months rents) and the final amount will be fixed and clarified based on unpaid costs and rents and additional harms before the hearing date when they actually move out.

03 - I want compensation for my monetary loss or other money owed - request to retain security and/or pet damage deposit. \$6,000.00

Applicant's dispute description

the amount is rough estimate of the accommodation cost incurred to temporary accommodate my parents in another furnished unit till the tenants comply with their commitment and move out, there might be additional charges to be claimed afterwards based on the evidence and behavior of the tenant (e.g. if they refuse to leave again).

The Landlord affirmed the Tenants paid him \$2,650.00 for February 2023 rent and \$200.00 for utilities with a cheque, but the Landlord decided not to cash the cheque.

The Landlord stated monetary claim 3 is just a rough estimate due to unforeseen costs associated with the possibility of the Tenants not moving out.

The Tenant testified he could not properly defend himself due to the Landlords' unclear monetary claims.

The Landlords did not submit a monetary order worksheet (form RTB 37).

Section 59(2)(b) of the Act states that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.

Based on the Landlords' application, I find the Landlords did not clearly explain their monetary claims.

I find that it is not fair to proceed with the Landlords' monetary claims, as the Tenants could not clearly understand the Landlords' monetary claims. The Tenants must be able to clearly understand the claims in order to present a response to the claims.

I find it is fair to grant the Landlords leave to reapply for monetary claims, as I did not hear them.

Thus, I dismiss the Landlords' application for monetary compensation with leave to reapply.

The Landlords must bear the cost of the filing fee, as they were not successful.

Conclusion

I dismiss both applications.

Both parties are at liberty to submit any monetary claims regarding this tenancy.

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: April 18, 2024

Residential Tenancy Branch