

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Tenant monetary claim for damages that do not have sufficient details, which I will address further below
- Tenant request for return of their security deposit and pet damage deposit (Combined Deposits)
- Landlord monetary claim for \$834.44
- Landlord request to offset any claim with the Combined Deposits

Those listed on the cover page of this decision, other than DP, attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary Matters

The parties were advised that the Tenant's application for compensation other than that related to their Combined Deposits 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.

The Tenant failed to upload and serve a Monetary Order Worksheet (Worksheet) to set out how they arrived at the amount of \$5,000.00 being claimed and did not provide any dates or other critical details. Based on the above, I find that proceeding with the Tenant's monetary claim for \$5,000.00 at this hearing would be prejudicial to the Landlord to guess at how they arrived at the amount claimed. In other words, it is not up to the arbitrator or respondent to guess at how the applicant arrived at a specific amount being claimed.

The Tenant is at liberty to reapply on a **one-time basis only**; however, is reminded to complete the Worksheet before at the time an application is made and to ensure the respondent and the RTB are served with the completed Worksheet. The tenant may include any additional pages to set out the details of their dispute in their application, as required.

Issues to be Decided

- What should happen with the Tenant's Combined Deposits?
- Is either party entitled to a Monetary Order under the Act?
- Do the filing fees offset each other?

Facts and Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, which is more likely than not, I find the following.

A copy of the tenancy agreement was submitted in evidence, which began on July 15, 2023. Monthly rent was \$2,500.00 per month and due on the 15th day of each month based on what both parties confirmed was their "understanding."

Firstly, the parties reached a settlement agreement under section 63 of the Act regarding a water bill of \$79.00 and a broken sink of \$123.82. As a result, I order the parties to comply with their settlement agreement under sections 62(3) and 63 of the Act.

Secondly, I dismiss the Landlord's cleaning costs as I find the Landlord's photo evidence to be too blurry, which I afford no weight. I do not grant the Landlord leave to reapply due to insufficient evidence.

I will now address the Tenant's claim for the return of the \$572.00 portion of the Tenant's Combined Deposits of \$2,250.00. The parties confirmed that as of July 14, 2024, the Tenant provided the Landlord with their written forwarding address via Facebook. The Landlord did not file their claim until October 1, 2024, claiming against the Combined Deposits.

Section 38(1) of the Act states that the Landlord **must** return or make an application to claim against the security deposit within 15 days of the latter of 2 days, the end of tenancy date or the date the written forwarding address is received. In the matter before me, the latter date is July 15, 2024, the date the Tenant vacated the rental unit. I find 15 days from July 15, 2024, was July 30, 2024. I find the Landlord breached section 38 of the Act by waiting until October 1, 2024, to file their application. Under section 38(6) I **must** double the \$2,250.00 Combined Deposits to **\$4,500.00**, which I do. From that amount, I deduct the \$1,678.00 portion already returned by the Landlord to the Tenant for a sub-total of **\$2,822.00**. I add the interest of \$75.73 to the amount of \$2,822.00 for a total with interest of **\$2,897.73**. The interest does not double under the Act.

From the amount of \$2,897.73, I deduct the \$79.00 water bill and \$123.82 sink amount, which was resolved by settlement agreement, for a net balance owed by the Landlord to the Tenant of **\$2,694.91**.

As both parties had some merit, I offset both filing fees, which results in neither being granted to either party.

Conclusion

Both applications have some merit.

After offsetting the Landlord's claim from the Tenant's claim, I find the Landlord owes the Tenant **\$2,694.91**. The Tenant is granted a Monetary Order in that amount under section 67 of the Act.

The Tenant is provided with this Order in the above terms and the Landlord must be served with **this Order before it is enforced**. Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

The decision will be emailed to both parties.

The Monetary Order will be emailed to the Tenant only for service on the Landlord, as required.

Under section 62(3) of the Act, I authorize the Tenant to serve the Landlord by registered mail to the email address listed for the Landlord on the cover page of this decision.

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: November 25, 2024

Residential Tenancy Branch