



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## **DECISION**

Dispute Codes      MNDCL - S, MNDCT, MNSD, FFL

### Introduction

This hearing dealt with monetary cross applications. The Landlord applied for a Monetary Order for unpaid or loss of rent for February 2025, authorization to retain the Tenant's security deposit and recovery of the filing fee from the Tenant. The Tenant applied for a Monetary Order for damages or loss under the Act, regulations or tenancy agreement; and return of her security deposit.

Both parties appeared at the hearing.

The hearing was held over two dates and I issued an Interim Decision. The Interim Decision should be read in conjunction with this decision.

At the start of the reconvened hearing, I confirmed the Tenant re-served the Landlord using registered mail, using the Landlord's current service address, as ordered. I also confirmed the Landlord sent rebuttal evidence to the Tenant. Accordingly, I admitted the materials of both parties.

### Procedural Matters

In filing the Landlord's application, the Landlord requested unpaid or loss of rent for the month of February 2025. The Tenant prepared for the hearing by obtaining evidence she had paid rent for February 2025. The Landlord acknowledged the Tenant did pay rent for February 2025. The Landlord sought to amend the application at the hearing to request loss of rent for March 2025. The Tenant responded that she was unaware the Tenant would be seeking rent for March 2025 at this proceeding. I declined to amend the Landlord's application as it would be unfair and prejudicial to the Tenant to do so

without advance notice of an amendment so that the Tenant may adequately prepare and gather evidence.

Having heard the Landlord has received rent for February 2025, I dismiss the Landlord's application, in its entirety, without leave to reapply. If the Landlord seeks to claim loss of rent for March 2025 against the Tenant, the Landlord may do so by filing another Application for Dispute Resolution and serving it to the Tenant along with relevant evidence.

Having dismissed the Landlord's application and in keeping with Residential Tenancy Policy Guideline 17, I informed the parties that I would make a decision with respect to disposition of the security deposit.

As for the Tenant's application, the Tenant requested compensation of \$5,000.00 for damages and loss for various issues. However, the details of dispute were scant and did not provide full particulars such as relevant dates, a detailed calculation, or a listing and valuation of items for which the Tenant seeks compensation. Under section 59(2)(b) of the Act, an applicant is required to provide full particulars of matter that is the subject of the dispute resolution proceeding. Rules 2.5 and 3.1 of the Rules of Procedure require that an applicant submit and serve the respondent with a detailed calculation when a monetary claim is being made.

It is important to note that any party making a monetary claim under the Act is required to prove, as set out in Residential Tenancy Policy Guideline 16, that:

- the other party violated the Act, regulation or tenancy agreement;
- the violation resulted in damages or loss for the party making the claim;
- the party who suffered the damages or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Given the multiple issues identified on the Tenant's application, but the lack of dates and other particulars that would be expected with full particulars, and the lack of a detailed calculation or valuation of the items lost, I find the Tenant did not sufficiently set out her claim so that the Landlord can adequately prepare and respond to it. I am tasked with ensuring a fair hearing is held and I find the Tenant's application, as filed, to be insufficient to proceed and I dismiss it with leave to reapply.

### Issues to be Determined

Is the Tenant entitled to return of the security deposit?

### Facts and Analysis

The parties were in agreement that the Tenant paid an \$800.00 security deposit on January 22, 2023. The Tenant vacated the rental unit in February 2025. The Tenant provided her forwarding address to the Landlord, in writing, on March 5, 2025.

The Landlord filed his Application for Dispute Resolution on March 8, 2025 seeking authorization to retain the security deposit in partial satisfaction of loss of rent for February 2025. The Landlord's application was dismissed since the Landlord acknowledged the Tenant did pay rent for February 2025.

A Landlord has 15 days after receiving a Tenant's forwarding address, or the date the tenancy ended, whichever is later, to either refund the security deposit or make a claim against it. The Landlord made a claim against the security deposit within 15 days of receiving the forwarding address, but that claim has been dismissed. Although the Landlord may make another Application for Dispute Resolution against the Tenant for other damages or loss, the 15-day limitation has passed meaning the Landlord can no longer make a claim against the security deposit. Therefore, in keeping with Residential Tenancy Branch Policy Guideline 17, I order the Landlord to return the security deposit, plus accrued interest, to the Tenant.

I calculate the interest to be: \$40.27 from January 22, 2023, to today's date.

With this decision, I provide the Tenant with a Monetary Order for the sum of \$840.27.

### Conclusion

The Landlord's application for compensation for rent for February 2025 and authorization to retain the security deposit and recover the filing fee from the Tenant is dismissed, in its entirety, without leave to reapply.

I provide the Tenant with a Monetary Order for return of the security deposit, plus interest, in the amount of \$840.27 to serve and enforce upon the Landlord. If the Landlord fails to comply with the Monetary Order, it may be enforced in the provincial Court of British Columbia (Small Claims) as an order of the court.

The Tenant's application for compensation for damage or loss is dismissed with leave to reapply.

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*.

Dated: June 13, 2025

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Residential Tenancy Branch