

## **DECISION**

### **Introduction**

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Landlord's September 15, 2025 Application for Dispute Resolution under the Act is for:

- A Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act;
- A Monetary Order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- An authorization to retain all or a portion of the security deposit, under section 38;
- An authorization to recover the filing fee for this application, under section 72.

The Tenant's September 29, 2025 Application for Dispute Resolution under the Act is for:

- An Order for the Landlord to return the security deposit, pursuant to section 38;
- An authorization to recover the filing fee for this application, under section 72.

### **Preliminary Matters**

#### *Service issues on both applications*

After thorough discussions with both parties, and an evaluation of the efforts of service, I conclude that neither party served the other party with their respective Proceeding Packages within the required timeframes.

Rule of Procedure 3.1 indicates that within three days of the Notice of Dispute Resolution Proceeding Package being made available by the Residential Tenancy Branch or within a different period specified by the director, the applicant must serve each respondent with copies of the Notice of Dispute Resolution Proceeding (which includes the Application), the respondent instructions, and any other evidence.

I have considered the circumstances before me, which includes the following established facts:

- The forwarding address for the return of the security deposit has been provided to the Landlord by the Tenants,
- More than 15 days have passed since the tenancy ended/the forwarding address was provided,
- Neither party committed a willful or recurring failure regarding the identified service issues,
- The Landlord's application is missing a Monetary Order Worksheet (RTB-37) that would clearly convey the particulars of the loss(es) they are claiming.

Based on the above, I conclude that the most logical and fair approach is to dismiss both applications. I make no findings on the merits of any arguments contained in either application.

However, given that the standard 15-day timeframe has elapsed, and since the Tenants have provided their forwarding address, I shall order the return of the Tenants' security and pet damage deposits on a without-fault basis. The Landlord retains the right to reapply for any damages or loss within the applicable limitation period. This order is made based on my delegated authority under section 62 of the Act.

Based on the documentation provided to me in both applications, the security and pet damage deposits total \$4,350.00 and I have calculated the interest as \$110.41, for a total of \$4,460.41.

## **Conclusion**

I order the Landlord to return the full security and pet damage deposits, including all accrued interest, to the Tenants. Therefore, I grant the Tenants a Monetary Order in the amount of **\$4,460.41**.

The Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Small Claims Court of British Columbia if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

Both applications are dismissed. The Tenants' application shall not have leave to reapply as I have conclusively dealt with the security and pet damage deposits in this decision. The Landlord has leave to reapply, since I make no findings on the merit(s) of their claims. Leave to reapply is not an extension of any applicable timeline limitations.

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: December 8, 2025