

DECISION

Introduction

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

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under section 38 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing also dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the 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 Tenant under section 72 of the Act

Those listed on the cover page of this decision attended the hearing and were affirmed.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

Tenant's Application

The Landlord confirmed service of the Tenant's Proceeding Package.

Residential Tenancy Branch Rules of Procedure 3.10.5 states that before the hearing or conference, a party providing digital evidence to the other party must confirm that the other party has playback equipment or is otherwise able to gain access to the evidence.

If a party is unable to access the digital evidence, the Director may determine that the digital evidence will not be considered.

I find the Tenant did not provide any evidence that the digital evidence they provided to the Residential Tenancy Branch was provided to the Landlord and that the Landlord had access to the digital evidence as required under Residential Tenancy Branch Rules of Procedure 3.10.5. Therefore, their digital evidence was not considered. The Tenant was advised during the hearing and did not raise any issue.

Landlord's Application

The Tenant confirmed service of the Landlord's Proceeding Package and evidence.

Preliminary Matters

Tenant's Application

The following claim was severed at the outset of the hearing, with leave to reapply:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure states claims made in the application must be related to each other.

Rule 6.2 of the Residential Tenancy Branch Rules of Procedure states that if, in the course of the dispute resolution proceeding the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

I am exercising my discretion to dismiss the above claim identified in the application with leave to reapply as this matter is not related and in accordance with Rule 2.3 and Rule 6.2 of the Residential Tenancy Branch Rules of Procedure. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable time limit. The application filing fee is dismissed, without leave to reapply.

Section 38(4) allows a Landlord to retain from a security deposit if, at the end of the tenancy, the Tenant agrees in writing that the Landlord may retain an amount to pay a liability or obligation of the Tenant.

If the Landlord does not have the Tenant's agreement in writing to retain all or a portion of the security deposit, section 38(1) of the Act states that within 15 days of either the tenancy ending or the date that the Landlord receives the Tenant's forwarding address in writing, whichever is later, the Landlord must either repay the security deposit or make an application for dispute resolution claiming against the security deposit.

Based on the evidence, the testimony of the parties, and on a balance of probabilities, I find the tenant provided their forwarding address in writing to the Landlord on January 26, 2025. The 15-day statutory period therefore runs from that date.

As of today's date, the 15 days have not yet expired. Therefore, the Tenant's application for a Monetary Order for the return of all or a portion of their security deposit under section 38 of the Act is premature and in accordance with section 38 of the Act. The Tenant's application for a Monetary Order for the return of all or a portion of their security deposit under section 38 of the Act is dismissed, with leave to reapply.

The Tenant's application filing fee is dismissed, without leave to reapply

Landlord's Application

Section 59(2) of the Act requires the party making the application to include the full particulars of the dispute.

Section 59(5) of the states that the Director may refuse to accept an application for dispute resolution if the application does not disclose the full particulars of the dispute.

I find the Landlord's claim for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act, does not disclose the full particulars of the dispute as required under section 59(2) of the Act. The Landlord did not provide a detailed breakdown for the \$550.00 they are claiming on their application and on the monetary order worksheet. Therefore, the Landlord's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is 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.

The Landlord's application filing fee is dismissed, without leave to reapply.

Conclusion

The Tenant's application filing fee is dismissed, without leave to reapply

The Tenant's remaining application is dismissed, with leave to reapply.

The Landlord's application filing fee is dismissed, without leave to reapply.

The Landlord's remaining application 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 Act.

Dated: February 3, 2026

Residential Tenancy Branch