



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding 1319332 B.C. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT MNSD FFT

Introduction

This dispute relates to the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

1. \$20,800 monetary claim for compensation and double security deposit,
2. \$100 filing fee.

The parties attended the teleconference hearing. The hearing process was explained to the parties and the parties were affirmed. The parties were also provided the opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Firstly, the name of the landlord was corrected pursuant to section 64(3)(c) of the Act.

Secondly, the parties were advised that the tenants' application 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. Namely, the tenants uploaded a blank Monetary Order Worksheet and failed to set out in the Details of Dispute how they reached the \$19,100 portion amount being claimed.

In relation to the security deposit of \$850, the tenants confirmed they made an error stating the security deposit was \$950 and the parties confirmed the landlord continues to hold the tenants' security deposit of \$850, which has accrued \$4.86 in interest.

Finally, the tenants failed to submit an email to support that they had advised the landlord of their written forwarding address and the only text submitted did not contain their full address. Therefore, I find the tenants' claim for the return of double their security deposit as the tenants must provide their forwarding address in writing to the landlord, which has yet to be done based on the testimony before me.

I find that proceeding with the tenants' monetary claim at this hearing would be prejudicial to the landlord, as the absence of particulars that set out how the tenants arrived at the specific amount of \$19,100 makes it difficult, if not impossible, for the landlord to adequately prepare a response to the tenants' claim.

The tenants are at liberty to reapply; however, are reminded to provide a detailed breakdown of their monetary claim and are encouraged to use the Monetary Worksheet available at www.rto.gov.bc.ca when submitting a monetary claim. The tenants may include any additional pages to set out the details of their dispute in their application, as required.

As indicated during the hearing, the application itself, does not constitute serving the written forwarding address based on RTB Practice Directive 2015-01 (Practice Directive). Therefore, pursuant to the Practice Directive, I find that the landlord has been served with the tenants' written forwarding address as of the date of this hearing, April 17, 2023. The tenants' written forwarding address has been included on the cover page of this decision for ease of reference.

The landlord must deal with the tenants' security deposit within 15 days of April 17, 2023, in accordance with section 38 of the Act.

Conclusion

The tenants' application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act. The tenants are at liberty to reapply for their monetary claim; however, are encouraged to provide a detailed breakdown of any future monetary claim at the time an application is submitted. Failure to do so could result in the application being refused again with leave to reapply not being granted.

The tenants' written forwarding address has been included on the cover page of this decision for ease of reference. The landlord must deal with the tenants' security deposit in accordance with section 38 of the Act.

This decision will be emailed to the parties at the email addresses provided by the parties during the hearing.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 18, 2023

Residential Tenancy Branch