



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, O, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking a monetary order of **\$10,000.00** for alleged damage to the rental unit, for money owed or compensation under the Act or tenancy agreement, to retain the security deposit and to recover the filing fee for the Application.

Both parties appeared at the hearing and had been provided the opportunity to present their evidence in written and documentary form.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to proceed with the Application?

Background and Evidence

These parties were involved in an earlier hearing on January 18, 2012, with written reasons being issued on January 20, 2012. In the decision the Landlord's claims for damages and to keep the security deposit were dismissed. The decision also dismissed the Landlord's request for an order of possession as the Tenants had vacated the rental unit prior to the hearing.

In this present Application the Landlord has again made an application for damages and to keep the security deposit.

In this Application, the Landlord has provided photographs of the rental unit, however, no invoices, receipts or repair bills were provided in evidence.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Application of the Landlord must be dismissed. The matters the Landlord has applied for have already been heard and adjudicated upon and furthermore, there is insufficient evidence from the Landlord to prove any of the claims.

The Landlord has made these claims earlier and these were dismissed without leave to reapply in the earlier hearing. Furthermore, the Landlord has provided insufficient evidence to prove a claim of \$10,000.00 against the Tenants for damages to the rental unit. From the decision in the last hearing it is apparent the Landlord did not maintain the property in accordance with the Act.

If the Landlord did not agree with the last decision, it was up to the Landlord to apply for a Review or make an application for judicial review of the last decision. The Landlord is unable to make the same claims in a subsequent Application.

Therefore, for the above reasons I dismiss the claims of the Landlord without leave to reapply.

This decision is final and binding on the parties, except as 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 10, 2012.

Residential Tenancy Branch