



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## REVIEW CONSIDERATION DECISION

Dispute Codes: FF MND MNDC MNSD

### Introduction

On August 13, 2013 a hearing was conducted to resolve a dispute between these parties. The landlord had applied for Monetary Orders for damage and compensation and to keep the security deposit. The Arbitrator granted a Monetary Order in partial favour of the landlords claim. The landlord has applied for a review of this Decision and Order.

Division 2, Section 79(2) under the *Residential Tenancy Act* says a party to the dispute may apply for a review of the decision. The application must contain reasons to support one or more of the grounds for review:

1. A party was unable to attend the original hearing because of circumstances that could not be anticipated and were beyond the party's control.
2. A party has new and relevant evidence that was not available at the time of the original hearing.
3. A party has evidence that the director's decision or order was obtained by fraud.

### Issues

The applicant relies on sections 79(2)(b) of the *Residential Tenancy Act* (the "Act"). The party has new and relevant evidence that was not available at the time of the original hearing.

## Facts and Analysis

### **New and Relevant Evidence**

Leave may be granted on this basis if the applicant can prove that:

- he has evidence that was not available at the time of the original hearing;
- the evidence is new,
- the evidence is relevant to the matter which is before the Arbitrator
- the evidence is credible, and
- the evidence would have had a material effect on the decision of the Arbitrator.

Only when the applicant has evidence which meets all five criteria will a review be granted on this ground.

On this ground for review, that the applicant has new and relevant evidence that was not available at the time of the original hearing; the landlord has provided an Itemized list of repairs by contractors and an itemized list of cleaning service provided by the cleaning services offered by the contractor's employees. The landlord has also provided a copy of the Decision made on September 04, 2013. The landlord submits that these are relevant because the Arbitrator said that the non-itemized invoices were not clear as to the work done. The landlord submits that upon receipt of the decision the landlord requested itemized invoices from the [name entered here] services that provided the repairs and professional cleaning services.

I have reviewed the original decision made by the Arbitrator and the new evidence provided by the landlord. In the original decision the Arbitrator found that the landlord had provided insufficient evidence to support their entire claim for damage and cleaning. When a landlord files an application it is the landlord's responsibility to ensure they have sufficient evidence to support what they are claiming. If the landlord fails to do so then

their claim may be dismissed or reduced. A landlord cannot upon receiving the decision then obtain further evidence to support their claim as this evidence would have been available for the original hearing had the landlord asked for a detailed invoice to provide sufficient evidence to support their claim. Consequently, it is my decision that this is not evidence that was not available at the time of the original hearing as the landlord could have obtained this detailed invoice before the hearing.

Consequently the landlord's application for a review on this ground must fail.

### Decision

The landlord's application for review is therefore dismissed

The decision made on September 04, 2013 stands.

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: October 02, 2013

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Residential Tenancy Branch