



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **INTERIM DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing was scheduled to deal with a landlord's Application for a Monetary Order for damage to the rental unit or property; unpaid rent or utilities; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. Both parties appeared or were represented at the hearing.

I heard submissions with respect to service of the landlord's original Application and amended Application and evidence. Although the parties were in dispute as to how service occurred, the tenant confirmed that she was in receipt of the amended Application and the landlord's evidence with the exception of the tenancy agreement. The tenant was informed that she may provide oral testimony as to the terms of tenancy. As the tenant confirmed receipt of the other documents I deemed her to be sufficiently served under the authority afforded me by section 71 of the Act.

I noted that in filing the original Application, the landlord had prepared a Monetary Order worksheet which included, among other things, a claim for unpaid rent for March 2015. In amending the Application the landlord had not prepared an amended Monetary Order Worksheet. Rather, only the amount claimed changed to read \$8,000.00. This amount corresponds to the total appearing on an "estimate" prepared by a contractor for repairs and cleaning but does not include unpaid and/or loss of rent. During the hearing, the landlord requested that the Application be amended again to add unpaid and/or loss of rent to the claim for damage and cleaning. Due to time constraints, the hearing had to be adjourned. As I had yet to hear from the tenant as to the landlord's request to amend the claim, I have reserved my decision to grant the request for amendment.

After hearing from the landlord's representatives, I ordered the landlord to provide copies of the following documents to the Branch and to the tenants within seven (7) days:

1. The invoice from Angle Contracting Ltd.
2. Proof the amount of the invoice was paid.
3. The purchase and sale agreement for the subject property to demonstrate when the agreement was reached and when possession transferred to the new owners.

Notices of Adjourned Hearing are to be provided to each party by the Branch.

At the reconvened hearing it is expected that the documents ordered to be provided by the landlord will be reviewed with the landlord's representatives and the tenants will be given the opportunity to respond to all of the landlord's claims against them.

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: August 25, 2015

---

Residential Tenancy Branch

