



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking a monetary order for cleaning of the rental unit, to retain a portion of the security deposit and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified she served the Tenant personally on April 16, 2015, with the Notice of Hearing and her Application. I find the Tenant has been duly served in accordance with the Act.

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 her monetary claims?

Background and Evidence

The Landlord testified that when she served the Tenant with the Notice of Hearing and her Application she had to do this by sheer will as she had been ill, and in and out of the hospital a lot around this time.

The Landlord testified that she had a written tenancy agreement with the Tenant, although no copy of this was in evidence before me.

When I enquired with the Landlord if she had submitted documentary evidence for the hearing, she indicated she had provided a list of the claims being made. She further testified that she thought she had provided this evidence to the branch. She also stated she thought she had provided it to the Tenant.

Analysis

Based on the testimony of the Landlord I find the Landlord had insufficient evidence to prove her claims against the Tenant.

As the Landlord was uncertain of whether or not she had submitted her evidence to the branch and Tenant, and had been quite ill at the relevant time, I find that this Application should be dismissed with leave to reapply.

I caution the Landlord that this does not extend any applicable time limits under the Act.

Conclusion

The Landlord's claim is dismissed with leave to reapply. The Landlord is cautioned that this does not extend any applicable time limits under the Act.

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: September 23, 2015

Residential Tenancy Branch

