



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

**OPR, MND, MNR, MNDC, MNSD, FF**

### **Introduction**

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, unpaid rent, damage or loss under the act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

### **Preliminary Matters**

The landlord has claimed compensation for finance oil and hydro costs, plus damage to the side of the home. The landlord said that the application must be amended to increase the claim, now that an estimate of cost has been obtained.

Section 4.1 and 4.2 of the Residential Tenancy Branch Rules of Procedure provides:

#### ***4.1 Amending an Application for Dispute Resolution***

*An applicant may amend a claim by:*

- *completing an Amendment to an Application for Dispute Resolution form; and*
- *filing the completed Amendment to an Application for Dispute Resolution form and supporting evidence with the Residential Tenancy Branch directly or through a Service BC office.*

*An amendment may add to, alter or remove claims made in the original application.*

*As stated in Rule 2.3 [Related issues], unrelated claims contained in an application may be dismissed with or without leave to reapply.*

*See also Rule 3 [Serving the application and submitting and exchanging evidence].*

#### ***4.2 Amending an application at the hearing***

*In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.*

The tenant was served with Notice of a claim in the sum of \$200.00 for damage to the wall of the home. The landlord wished to significantly increase the sum claimed and did not understand that an amendment to the application must be processed.

I determined it would not be reasonable to amend the application at the time of the hearing as the tenant would not reasonably anticipate having to respond to a much larger claim.

The landlord then chose to withdraw the application. As a result I find that the landlord has leave to reapply within the legislated time limit.

Any future hearing will take into account the fact that this application, made in good faith by the landlord on November 24, 2016, included a claim against the security deposit.

The tenant asked if an application could be submitted in relation to return of the security deposit. It was explained that Residential Tenancy Branch policy suggests that when a landlord claims against a deposit, any residue of the deposits will be ordered returned to the tenant. The tenant may also submit an application.

### Conclusion

The landlord has withdrawn the application and has leave to reapply within the legislated time limit.

The landlord applied claiming against the security deposit on November 24, 2016.

This decision is final and binding 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: January 09, 2017

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Residential Tenancy Branch