



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC MND MNSD FF

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (the "Act"). The landlord applied for an order of possession based on a 1 Month Notice to End Tenancy for Cause dated March 13, 2017 (the "1 Month Notice"), for a monetary claim of \$120.00 for damages to the unit, site or property, to retain the tenants' security deposit or pet damage deposit, and to recover the cost of the filing fee.

The landlord, an agent for the landlord (the "agent") and tenant E.K. (the "tenant") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties presented evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

### Preliminary and Procedural Matters

Firstly, at the outset of the hearing, the landlord requested to withdraw her request for an order of possession as the tenant vacated the rental unit on the corrected effective date of the 1 Month Notice, April 30, 2017.

Secondly, the landlord was advised that as of the date the landlord submitted their application for a monetary claim of \$120.00 for damages to the unit, site or property, the landlord's monetary claim was premature as the tenancy had not yet ended and the tenant has until the end of the tenancy to repair any damages to the rental unit under the *Act*.

Thirdly, while the agent stated that the landlord was seeking more than the \$120.00 originally claimed in their Application, the landlord was advised that the landlord failed to properly amend their Application in accordance with the Residential Tenancy Branch Rules of Procedure (the "Rules").

Therefore, due to the landlord's monetary claim being premature, the landlord's monetary claim is **dismissed with leave to reapply**.

Regarding the tenants' security deposit, the landlord is reminded to deal with the security deposit in accordance with section 38 of the *Act* as 15 days from the end of tenancy date, April 30, 2017, has not yet elapsed.

### Analysis

As the landlord's Application is premature and 15 days has not yet elapsed since the end of the tenancy, the landlord's monetary claim for damages is dismissed with leave to reapply. The landlord is reminded to deal with the tenants' security deposit in accordance with section 38 of the *Act*.

As the landlord's Application is premature, I do not grant the tenant the recovery of the filing fee.

### Conclusion

The landlord's Application is premature and is dismissed with leave to reapply. I note that this decision does not extend any applicable timelines under the *Act*.

This decision is final and binding on the parties, unless 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: May 9, 2017

---

Residential Tenancy Branch