



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Coldwell Banker Prestige Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      55, 76, 72

### Introduction

This is an application brought by the Landlord requesting an Order of Possession, requesting a monetary order, requesting recovery of the filing fee, and requesting an order to retain the full security deposit towards the claim.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

Before proceeding with any hearing, I dealt with a preliminary matter.

The applicant/landlord had originally requested a monetary order in the amount of \$3506.66, however the landlord subsequently provided a new monetary worksheet in which he had increased the amount to \$3853.16. The landlord however has not filed an amendment to the application.

I informed the landlord that without an amendment the application I am unable to proceed with the larger amount, and that he still wishes to pursue the larger claim I could dismiss his application with leave to reapply, and he could file again for the full amount he is now requesting.

I also gave the landlord the option of proceeding with the claim at the original, lower amount.

The landlord stated that he would prefer to pursue the full amount he is requesting, and therefore is requesting that the application be dismissed with leave to reapply for the larger amount.

### Conclusion

It is my decision pursuant to section 62 of the Residential Tenancy Act this application is dismissed with leave to reapply.

It is also my decision that, since the landlord initially applied for dispute resolution within the required timeframe, the landlord may retain the security deposit until a decision is made on the re-application.

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: January 29, 2018

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Residential Tenancy Branch