



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction

This hearing was scheduled in response to the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for damage to the rental unit and for damage or compensation under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant and the landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

At the outset of the hearing, the tenant confirmed that she had received the landlord's evidence. The tenant testified that she did not provide any documentary evidence for this hearing. As the tenant did not raise any issues regarding service of the application or the evidence, I find that the tenant was duly served with these documents in accordance with sections 88 and 89 of the *Act*.

A previous decision was rendered on January 29, 2019 regarding this tenancy. The file number has been included on the front page of this decision for ease of reference. In this decision, the Arbitrator ordered the landlord to retain the security deposit. I cannot change or vary a matter already heard and decided upon as I am bound by the earlier decision. Therefore the portion of the landlord's application related to the security deposit is dismissed without leave to reapply. The order already granted by the previous Arbitrator effective September 4, 2018 still stands.

Section 59 of the *Act* stipulates that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution

proceedings. In this case, the landlord did not provide a monetary order worksheet with a breakdown of damages and although she testified to specific amounts, they were not congruent with those invoices provided. I therefore dismiss the landlord's monetary claim in the amount of \$5,420.00, with leave to reapply.

Conclusion

The landlord's application is dismissed, with leave to reapply.

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: March 08, 2019

Residential Tenancy Branch