



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S FFL

### Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution (application) filed on May 29, 2020 seeking remedy under the *Residential Tenancy Act* (the Act). The landlords applied for a monetary order in the amount of \$20,734.25 for damage to the unit, site or property, to retain the tenants' security deposit and pet damage deposit, and to recover the cost of the filing fee.

The landlord ZJ (landlord), two agents for the landlord VS and DY (agents) and the tenants appeared at the teleconference hearing and were affirmed. Both parties confirmed having been served with documentary evidence from the other party and having the opportunity to review that documentary evidence. As a result, I find there are no service issues.

The tenants referred to a previous decision dated March 21, 2019 (previous decision), the file number of which has been included on the style of cause for ease of reference. Due to the previous decision, I will determine whether Rule 2.9 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) applies to this dispute, and if so, whether the matter will proceed or be dismissed without leave to reapply.

### Preliminary and Procedural Matters

The parties confirmed their respective email addresses at the outset of the hearing. The parties were advised that the decision would be sent by email to the parties.

The tenants write in their evidence that the landlord opened another dispute with the RTB in 2018 and were asking to keep the security deposit, then amended their claim to include damages in the amount of \$12,229.00 before the filing fee. I have reviewed the previous decision, which confirms the landlords did amend their claim to \$12,239.00

including the filing fee and that the landlords withdrew the damaged flooring portion of their claim. The arbitrator in the previous decision did not grant the landlords leave to reapply for the withdrawn damaged flooring portion.

In the matter before me, the landlords have now claimed \$20,734.25, which is comprised of \$11,534.25 for damaged flooring, \$100.00 for the filing fee, \$3,150.00 for content manipulation, and \$5,850.00 for accommodation during repair (average of \$450.00 per night x 13 nights).

Rule 2.9 of the Rules states:

**2.9 No divided claims**

An applicant may not divide a claim.

Analysis

Based on the above and the balance of probabilities I find that Rule 2.9 applies and that the landlords have attempted to divide their claim under the Act. I also note that the parties confirmed that the tenancy ended on May 31, 2018. Therefore, I note that section 60(1) of the Act states:

**Latest time application for dispute resolution can be made**

**60(1)** If this Act does not state a time by which an application for dispute resolution must be made, **it must be made within 2 years of the date that the tenancy to which the matter relates ends** or is assigned.

[Emphasis added]

Based on the above, I find the landlord submitted their second application 2 days before the statutory 2-year deadline to file a dispute under the Act elapsed, and that the landlord could have waited to submit one claim and instead made the decision not to and has made two claims for damages to the rental unit. As a result of the above, I dismiss this entire application without leave to reapply as I find that Rule 2.9 applies and that the landlords are not permitted to divide a claim, which I find the landlords have attempted to do.

Conclusion

The landlords' claim is dismissed without leave to reapply.

This decision is made pursuant to Rule 2.9 of the RTB Rules.

I do not grant the landlords the recovery of the cost of the filing fee as a result.

The landlords are cautioned not to attempt to divide a claim in the future.

This decision will be emailed to both parties.

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: June 23, 2020

---

Residential Tenancy Branch