



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 dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, 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;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlord served the tenant with the notice of hearing package via email.

Discussions regarding the evidence submission of both parties over a 30 minute period resulted in that the tenant confirmed that out of 7 documentary evidence files only 5 were received by the tenant. The named documents "Repairs to walls toilets.JPG" (a photograph of an invoice dated September 8, 2019 for \$1425.0) and "Cleaning Blinds repairs.JPG" (a invoice dated September 2, 2019 for \$581.96) were excluded from consideration in this hearing. Although the landlord stated that these documents were part of the email package sent to the tenant on April 17, 2020, but tenant has disputed that they were not received in the package. The landlord was unable to provide any supporting evidence for proof of service.

The landlord's claim was clarified as the security deposit in this tenancy has already been dealt with in a previous hearing and decision. Both parties confirmed that the

security deposit was dealt with previously in the tenant's application. On this basis, this portion of the landlord's application is dismissed.

Extensive discussions on the landlord's monetary claim were clarified. The amount filed was for \$3,100.00, but the landlord stated that the amount is now \$2,591.40. The landlord further confirmed that no details of the monetary claim were provided in the application for dispute as a monetary worksheet was not completed. The tenant confirmed that no details of the monetary claim were provided by the landlord. On this basis, I find that the landlord has failed to provide sufficient details of her monetary claim. On this basis, the landlord's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: August 18, 2020

Residential Tenancy Branch