



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNDCL, FFL

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. The Landlord appeared and preliminary matters were addressed.

### Preliminary Matters

The Landlord provided copies of two estimates for repairs and renovations both with a different global amount. The Landlord states that it is not claiming the costs for the renovated items. The Landlord states that some repairs or renovations on the estimates were done but not being claimed. The Landlord’s monetary order worksheet claims only a global amount for damages to the unit with reference only to one of the estimates. There is overlap between the two estimates. The Landlord has incurred some of the costs being claimed but has not provided invoices for these costs as the invoice they have includes the renovated items not being claimed. The Landlord has uploaded numerous photos none of which are labelled. The Landlord asks to withdraw its application in order to better set out the particulars of their claim.

Section 59(2)(b) of the Act provides that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. Rule 3.7 of the Rules of Procedure provides that all documents to be relied on as evidence must be clear and legible and photos must be described. Given the lack of particulars on the damaged items without item specific costs being set out, the evidence of renovations done but not identified as separate from the repair costs being claimed, and the numerous unlabelled photos, I find that the Landlord's application lacks clear particulars. Given the Landlord's request to withdraw its application and as the Landlord's claims in the application may have merit, I allow the withdrawal and dismiss the application with leave to reapply. Given this outcome it is not necessary to determine whether the Landlord served the Tenant as required under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 10, 2021

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Residential Tenancy Branch