



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, MNDCL-S, FFL

### Introduction

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

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

The tenant did not attend this hearing, which lasted approximately 13 minutes. The landlord's agent JL ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 1:30 p.m. and ended at 1:43 p.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only people who called into this teleconference.

The landlord confirmed that she was the property manager for the landlord company named in this application and that she had permission to speak on its behalf. She stated that the landlord company owns the rental unit. She confirmed the landlord company name and rental unit address during this hearing. She provided the landlord company's email address for me to send her a copy of my decision after the hearing.

At the outset of this hearing, I informed the landlord that she was not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”). The landlord affirmed, under oath, that she would not record this hearing.

I explained the hearing process to the landlord. She had an opportunity to ask questions. She did not make any adjournment or accommodation requests.

The landlord stated that the tenant was served with the landlord’s application for dispute resolution hearing package on May 26, 2021, by way of registered mail to the tenant’s mom’s forwarding address provided by the tenant on May 7, 2021, in the move-out condition inspection report. The landlord provided a copy of the report and said that the tenant refused to sign it. The landlord provided a Canada Post receipt and confirmed the tracking number verbally during this hearing. She said that the mail was unclaimed and returned to the landlord as sender.

I cautioned the landlord about using the above forwarding address for the tenant, since it is from May 7, 2021, and it may not be a current forwarding address at the time of a future application, if the landlord pursues same against the tenant. The landlord confirmed her understanding of same.

#### Preliminary Issue - Landlord’s Monetary Claim

At the outset of this hearing, the landlord confirmed that the landlord applied for a monetary order of \$5,000.00 plus the \$100.00 filing fee. She said that the landlord was seeking hydro utilities costs, April and May 2021 rent, damages, cleaning, and painting costs. She agreed that the landlord did not indicate the May 2021 rent, the damages, cleaning, or painting amounts in the landlord’s monetary order worksheet. She confirmed that the landlord did not provide any receipts, invoices, estimates, or quotes for the damages, cleaning or painting costs. She agreed that the landlord indicated in the online RTB application details and in the landlord’s monetary order worksheet, that these documents would be provided once they are received. She stated that the landlord did not provide an amendment form to increase its monetary claim nor did the landlord provide an updated monetary order worksheet with the increased or specific amounts for all claims.

I informed the landlord that the monetary order worksheet indicates that the landlord is seeking \$5,000.00 total but the only monetary breakdown given is for hydro utilities of \$639.30 and April 2021 rent of \$1,500.00, which totals \$2,139.30, not \$5,000.00. The landlord agreed that there were six claims for unpaid hydro utilities, but the landlord only provided five amounts on the tenant's statement of account for chargebacks. She said that all of the documentary evidence for the hydro utilities was not provided to the RTB, prior to this hearing.

The landlord stated that she wanted to pursue an increased monetary claim at this hearing. I notified her that she could not amend the landlord's application to increase the monetary claim at this hearing, when the landlord did not file or serve an amendment form to the tenant, the tenant did not have notice of same, and the tenant did not attend this hearing to consent.

The landlord filed this application on May 12, 2021, five days after the tenancy ended on May 7, 2021. This hearing occurred on November 12, 2021, six months after this application was filed. The landlord had ample time to know the full details of this application, to amend it and serve notice to the tenant, to provide an updated monetary order worksheet, and to provide complete documentary evidence to support its claims, prior to this hearing, but failed to do so.

The landlord claimed that she would pursue some monetary claims now and the rest in a future application. Rule 2.9 of the RTB *Rules* does not permit a party to divide or split their claims. I informed the landlord about this rule during the hearing.

The landlord asked for leave to reapply for all of the above claims in a future application. She said that the landlord did not want to pursue them at this hearing.

I informed the landlord that the landlord's application was dismissed with leave to reapply, except for the \$100.00 filing fee, which was dismissed without leave to reapply. The landlord confirmed her understanding of same.

### Conclusion

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of 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: November 12, 2021

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Residential Tenancy Branch