



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-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, 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 11 minutes. The landlord's agent 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 1:41 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's agent and I were the only people who called into this teleconference.

The landlord's agent confirmed her name, spelling, and the rental unit address. She provided an email address for me to send this decision to the landlord after the hearing. She stated that she was the managing broker for the landlord company ("landlord") named in this application. She said that the landlord was the agent for the owner. She confirmed that she had permission to represent the landlord and owner at this hearing.

At the outset of this hearing, I informed the landlord's agent that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by anyone. The landlord's agent 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, which I answered. I informed her that I could not provide legal advice to her. She did not make any adjournment or accommodation requests.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to correct the rental unit address. The landlord's agent consented to this amendment during this hearing.

The landlord's agent stated that the tenant was served with a copy of the landlord's application for dispute resolution hearing package on July 31, 2021, by way of registered mail to the forwarding address provided by the tenant in the move-out condition inspection report on July 5, 2021. The landlord provided a Canada Post receipt with this application. The landlord's agent confirmed the Canada Post tracking number verbally during this hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application on August 5, 2021, five days after its registered mailing.

The landlord's agent stated that the landlord provided the RTB and the tenant with an amended monetary order worksheet and invoice for \$636.53, dated July 16, 2021. She claimed that the landlord wanted to reduce its monetary claim from \$2,636.53 to \$636.53. She said that the landlord did not file an approved RTB amendment form. She claimed that she mailed the above documents to the tenant on January 19, 2022, by registered mail. The landlord provided a Canada Post receipt for the mailing.

I informed the landlord's agent that the tenant was deemed served with the above documents on January 24, 2022, five days after its registered mailing, as per sections 88 and 90 of the *Act*. I notified her that the landlord was required to file an amendment in the approved RTB form, prior to this hearing. I informed her that the above documents were deemed received late by the tenant, less than 14 days prior to this hearing on February 3, 2022.

The landlord's invoice is dated July 16, 2021. However, it was not provided to the RTB at the time that the landlord filed its application on July 19, 2021. The invoice was not served to the tenant within 3 days of the landlord receiving the application documents from the RTB on July 30, 2021, as per Rule 3.1 of the RTB Rules of *Procedure*. The invoice was not provided to the RTB or the tenant as soon as possible, and prior to January 2022.

I notified the landlord's agent that I could not consider the landlord's invoice to support its monetary claim, since it was deemed received late by the tenant. I asked the landlord whether she wanted to proceed with this hearing on the basis of her testimony only and not the invoice or if she wanted to reapply for the landlord's monetary claims. She asked for leave to reapply.

I informed the landlord's agent that the landlord's monetary application for \$636.53 and to retain the tenant's security deposit, was dismissed with leave to reapply. I notified her that the landlord's application to recover the \$100.00 filing fee was dismissed without leave to reapply. She confirmed her understanding of and agreement to same.

I informed the landlord's agent that the landlord could file a new application and pay a new filing fee, if the landlord wanted to pursue this matter in the future. She confirmed her understanding of and agreement to same.

#### Conclusion

The landlord's monetary claim for damages of \$636.53 and to retain the tenant's security deposit, is dismissed with leave to reapply.

The landlord's application to recover the \$100.00 filing fee is dismissed without 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: February 03, 2022

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Residential Tenancy Branch