



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND-S, MNDC-S, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- compensation for alleged damage to the rental unit by the tenants;
- compensation for a monetary loss or other money owed;
- authority to keep the tenants' security deposit to use against a monetary award; and
- recovery of the filing fee.

The landlord attended the hearing; however, the tenants did not attend.

The landlord stated he served each tenant with his Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on October 7, 2021. The landlord provided the Canada Post tracking numbers to confirm these mailings. The numbers are listed on the style of cause page in this Decision.

I accept the landlord's evidence and find the tenants were served the landlord's application and notice of hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord confirmed he was not recording the hearing.

Preliminary and Procedural Matters-

When the landlord's application was made on September 27, 2021, the tenancy was ongoing and the landlord listed their monetary claim as \$1,671.83, for strata repairs.

Since that time, the tenancy finally ended on or about April 17, 2022, when tenant MA vacated the rental unit.

Beginning on April 19, 2022, two days prior to the hearing, the landlord attempted to increase their monetary claim through submission of additional evidence. The landlord asserted that the monetary claim continues to increase, due to the extensive amount of damage to the rental unit by the tenants.

The landlord's monetary claim increased twice, with the latest request being \$7,188.33. The landlord asserted at the hearing the tenants tore down the walls and there is even more damage, in excess of \$15,000.

While included in the landlord's additional evidence was an amendment, there is no evidence this document was served on each of the tenants.

The landlord was informed that they may not add to their monetary claim through evidence. The monetary claim may only be amended or increased through an amended application and supporting evidence, which then must be served to the respondents, the tenants here, in compliance with the timelines set out in the Residential Tenancy Branch Rules of Procedure (Rules). This is because the respondents are entitled to know the claim against them and have an opportunity to submit responsive evidence.

I find it would be procedurally and administratively unfair to all parties and contrary to the Rules and section 59 (2) of the Act to allow the landlord's increased monetary claim.

The landlord opted to withdraw his application for dispute resolution rather than proceed with the original monetary claim, due to the extensive damage to the rental unit by the tenants, in order to make the full claim in a single application.

I therefore allow the landlord to withdraw their application.

Therefore, I make no findings on the merits of the matter as the landlord's application stands withdrawn and the file is now closed.

As the landlord withdrew his application, the landlord may file another application for dispute resolution, which includes the original monetary claim and any additional claims against the tenants.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: April 21, 2022

Residential Tenancy Branch