



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL MNRL-S MNDC-L FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary order in the amount of \$20,101.00 for unpaid rent or utilities, for damages to the unit, site or property, for money owed or compensation for damage or loss under the Act, and to recover the cost of the filing fee.

The owner of the corporate company, SV (landlord) and the tenants, NN, ON and HN (tenants) attended the teleconference hearing. The parties were affirmed and the hearing process was explained to the parties. An opportunity to make comments and ask questions was provided to both parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

At the outset of the hearing, the landlord was advised that I would not be permitting their attempt to amend their application by increasing their monetary claim to \$25,918.00 through the submission of a new Monetary Order without formally amending their application. Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 4.1 applies and states:

4.1 Amending an Application for Dispute Resolution

An applicant may amend a claim by:

- **completing an Amendment to an Application for Dispute Resolution form; and**
- **filing the completed Amendment to an Application for Dispute Resolution form and supporting evidence with the Residential Tenancy Branch directly or through a Service BC Office.**

An amendment may add to, alter or remove claims made in the original application.

As stated in Rule 2.3 [*Related issues*], unrelated claims contained in an application may be dismissed with or without leave to reapply.

See also Rule 3 [*Serving the application and submitting and exchanging evidence*].

Amendments to applications for expedited hearings may only be made at the hearing. See Rule 10.7 [*Amending an application for an expedited hearing*].

[emphasis added]

Given the above, I find the landlord failed to comply with RTB Rule 4.1 by failing to complete an Amendment to an Application for Dispute Resolution form (Amendment Form), file that Amendment Form with the RTB and serve that Amendment Form on the respondent. As a result, the landlord was asked if they wanted to withdraw their application in full and would have leave to reapply but lose their filing fee. The landlord requested to withdraw their application in full. I find that in the interests of fairness, I will permit the withdrawal as I find this does not prejudice the tenants.

The tenants confirmed their email address for service, which I have included on the cover page of this decision for ease of reference.

In addition to the above, the landlord has previous decision claiming for \$5,911.32 (Previous Decision), the file number of which I have included on the cover page of this decision. I find that given the small claims limit of \$35,000.00, which is the maximum claim for damages that the RTB has jurisdiction to hear, I find that the landlord may only apply for a maximum monetary claim of damages and/or unpaid rent of \$29,088.68, which is \$35,000.00 less \$5,911.32 from the Previous Decision claimed amount.

Also, as the Previous Decision already authorized the landlord to offset the security deposit of \$1,150.00, I will not address the security deposit again in this decision as it has already been dealt with in the Previous Decision.

The tenants wanted it noted that they all took a day off of work for the hearing and the tenants were advised that the landlord likely would not be permitted to withdraw a similar application for a second time in the future regarding this tenancy.

Conclusion

The landlord has withdrawn their application in full and is at liberty to reapply. This decision does not extend any applicable time limits under the Act.

This decision will be emailed to both parties at the email addresses confirmed during the hearing.

The landlord is reminded not to rely on withdrawing a future application regarding this tenancy, as an arbitrator could deny such a request given that a withdrawal was granted at this hearing.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: June 29, 2022

Residential Tenancy Branch