



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenants: CNC, FFT
Landlord: OPC, MNDL-S, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear two crossed applications regarding a residential tenancy dispute.

On April 9, 2022 the tenants applied for:

- An order to cancel a One Month Notice to End Tenancy for Cause, dated March 25, 2022; and
- the filing fee.

On April 12, 2022 the landlord applied for:

- an order of possession, having issued the One Month Notice;
- compensation for damage caused by the tenants, their pets, or guests caused to the unit or property, noting the landlord holds a pet or security deposit; and
- the filing fee.

The landlord and their employee (DM) attended the hearing; the tenants did not. Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord testified they served the tenants with the Notice of Dispute Resolution Proceeding (NDRP) and his evidence by registered mail on April 22, 2022, and provided a tracking number as noted on the cover page of this decision. I find the landlord served the NDRP and evidence on the tenants in accordance with section 89 of the Act, and deem the documents received by the tenants on April 27, 2022, pursuant to section 90 of the Act.

Preliminary Matters

Order of Possession Previously Granted

As the landlord was granted an order of possession in a prior decision dated June 14, 2022, I dismiss the tenants' application to dispute the One Month Notice, and the landlord's application for an order of possession. The file number of the prior decision is provided on the cover page of this decision.

Additional Amounts to be Claimed

The landlord's monetary claim indicates he is seeking \$500.00 for damages related to smoking. However, the landlord submitted additional invoices for cleaning costs, in the amount of \$1,160.00.

In the hearing, the landlord and DM testified they are preparing to make a much larger monetary claim to cover pet damage, carpet cleaning, floor scratches, cleaning, and repairs to the unit, as a result of damage caused during the tenancy.

Rule 2.9 states that an applicant may not divide a claim.

Therefore, I dismiss the landlord's claim for compensation with leave to reapply.

As the landlord could have amended their claim to dispute the additional amounts, I decline to award them the filing fee.

Conclusion

The landlord's application for compensation 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: August 26, 2022

Residential Tenancy Branch