



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL-S, FFL

This hearing dealt with the Landlord's Application for Dispute Resolution, made on December 27, 2022. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for unpaid rent;
- an order permitting the Landlord to retain the security deposit and/or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and was accompanied by TB, her daughter, both of whom provided a solemn affirmation. The Tenant did not attend the hearing.

During the hearing, the Landlord testified to her belief that she was ordered to return the security deposit to the Tenant in a decision issued on January 18, 2023, which was corrected on February 15, 2023. The file number of the related proceeding is included above for ease of reference. The Landlord had formed the belief that she had been ordered to return a security deposit to the Tenant. However, the Landlord testified that she subsequently discovered that no security deposit had been paid by the Tenant.

On review of the previous decision and correction, it was noted that neither included a decision with respect to a security deposit. Indeed, the arbitrator states the following in her Decision on Request for Correction: "As the specific amount of the security deposit had no bearing on the findings made in the original decision, and as no math errors were made, I decline to make any further amendments to the original decision." In the previous decision, the Tenant was awarded \$288.35 for the Landlord's breach of the Act, plus the \$100.00 filing fee.

After some discussion and clarification, the Landlord was advised that I am unable to change a previous decision based on new evidence. The Landlord was also reminded that the previous decision to which I was referred did not include an order to pay the security deposit to the Tenant. The Landlord accepted this and advised that she intended to discuss the matter with the Tenant directly and that she wished to withdraw the application.

I accept the Landlord's request and consider the matter withdrawn. As the application has been withdrawn by the Landlord, I decline to award recovery of the filing fee.

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: September 19, 2023

Residential Tenancy Branch