



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### **Dispute Codes:**

OLC, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the tenant filed on March 10, 2011 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for compensation for damage and loss (punitive damages, future potential relocation and moving costs) - Section 67
2. An Order for the landlord to comply with the Act – Section 62
3. An Order to recover the filing fee for this application - Section 72.

Both parties attended the face to face hearing and were provided with opportunity to present evidence and make submissions.

### **Preliminary matters**

The tenant testified that the dispute address identified in this cause is the tenant's *current address, and not* the address (tenancy) in respect to the named parties in this dispute action.

The parties testified that the tenancy between them ended over two years ago on October 07, 2008 following a Writ of Possession by the landlord and intervention by a Bailiff to vacate the tenant.

### **Issue(s) to be Decided**

Does the tenant have a viable claim under the Act in relation to the tenancy in the style of cause (this action)?

Does the tenant have a viable claim under the Act in relation to the tenancy which once existed between the named parties?

## **Background and Evidence**

The tenancy between the named parties in this dispute ended October 07, 2008.

The tenant claims that in the landlord's course to serve the tenant a monetary order on February 08, 2011, the landlord purportedly "harassed" the tenant and purportedly breached their privacy. The tenant's claim stems from certain claimed incidents which took place at the tenant's *current address*, at which address the landlord of that rental unit was not involved, and is not the subject of this action. The tenant claims he does not have a dispute with his current landlord in respect to the dispute address in this matter.

## **Analysis**

On reflection of all the foregoing and on preponderance of all the evidence, I find that the tenant has not brought a valid application against the proper and legal landlord of the rental unit identified in this application as the dispute address. The tenant testified they do not have a dispute with the landlord of the dispute address.

I also find the tenancy ended October 07, 2008. Therefore, I further find that whatever claims the tenant has arising under this Act or the tenancy agreement, in relation to the tenancy between the named parties of this matter, ceased to exist for all purposes two (2) years after the tenancy ended. For an application to be heard it must be filed within 2 years of the date that the tenancy to which the matter relates ends or is assigned.

**Section 60** of the Act states as follows:

### **Latest time application for dispute resolution can be made**

**60** (1) If this Act does not state a time by which an application for dispute resolution must be made, it must be made within 2 years of the date that the tenancy to which the matter relates ends or is assigned.

(2) Despite the *Limitation Act*, if an application for dispute resolution is not made within the 2 year period, a claim arising under this Act or the tenancy agreement in relation to the tenancy ceases to exist for all purposes except as provided in subsection (3).

(3) If an application for dispute resolution is made by a landlord or tenant within the applicable limitation period under this Act, the other party to the dispute may make an application for dispute resolution in respect of a different dispute between the same parties after the applicable limitation period but before the dispute resolution proceeding in respect of the first application is concluded.

As a result of all the above reasons, **the tenant's claim is dismissed**, without leave to reapply.

### **Conclusion**

The **tenant's claim 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*.