



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MNDC, MNR, and O

Introduction:

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit, for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for the cost of emergency repairs, and for “other”. At the outset of the hearing the Tenant withdrew the application for a monetary Order for the cost of emergency repairs, as he did not intend to make that application.

The Tenant stated that on November 20, 2013 the amended copy of the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant wishes to rely upon as evidence were sent to the Landlord, via registered mail, at the service address noted on the Application. The Tenant cited a tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*; however the Landlord did not appear at the hearing.

Issue(s) to be Decided:

Is the Tenant entitled to the return of the security deposit?

Background and Evidence:

The Tenant stated that this tenancy began on May 01, 2011, at which time he paid a security deposit of \$245.00 and a pet damage deposit of \$245.00. He stated that this tenancy ended on July 31, 2011 and that he provided the Landlord with his forwarding address, in writing, on that date.

The Tenant stated that he did not authorize the Landlord to retain the security deposit; that the Landlord did not return any portion of the security deposit; and that he does not believe the Landlord filed an Application for Dispute Resolution claiming against the security deposit.

The Tenant stated that this matter was the subject of a previous dispute resolution hearing, at which point he was advised that he could reapply at a later date. He was able to provide the file number for that matter and he was advised that I would refer to the decision prior to rendering a decision.

Analysis:

Residential Tenancy Branch records show that the Tenant has previously filed an Application for Dispute Resolution for this matter; that a hearing was held on November 18, 2011; that the Tenant was unable to serve the Landlord with notice of that hearing; and that the matter was therefore dismissed with leave to reapply. As that matter was dismissed with leave to reapply, I find that I am able to consider the matter that is now before me.

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

On the basis of the undisputed evidence, I find that this tenancy ended on July 31, 2011. As the Tenant did not file this Application for Dispute Resolution until November 14, 2013, I find that he did not file the Application for Dispute Resolution within two years of the tenancy ending. As this Application for Dispute Resolution was not filed within two years of the end of the tenancy, I find that I must dismiss the application, pursuant to section 60(1) of the *Act*.

I note that the Tenant did file this Application for Dispute Resolution within two years of the previous Application for Dispute Resolution being dismissed, however that date is not relevant to the time limit established by section 60 of the *Act*.

Conclusion:

The Application for Dispute Resolution 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*.

Dated: March 07, 2014

Residential Tenancy Branch

