



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This was a hearing with respect to the tenant's application for a monetary award. The hearing was conducted by conference call. The tenant called into the conference with his daughter, who attended to act as his translator. The respondents were represented by their legal counsel

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a house in Richmond. According to the tenant's submission, the tenancy began in September, 2009. The tenant filed this application for dispute resolution on May 12, 2015. He claimed in the application that he was wrongfully evicted from the rental unit on June 13, 2012 when the landlord broke into the rental unit and removed all of the tenant's belongings and refused to allow him back in to the unit.

The tenant said that he brought this application more than two years after the tenancy ended because he could not afford to hire a lawyer and because he was given incorrect information to bring his claim in the Small Claims Court. The tenant said he made a claim in Small Claims court in July, 2014, but his claim was dismissed in 2015, apparently because the claim should have been brought by application for dispute resolution pursuant to the *Residential Tenancy Act*.

In the application for dispute resolution the tenant initially claimed a monetary award in excess of \$200,000.00. He reduced the amount of his claim to the maximum permitted claim of \$25,000.00.

The landlord's representative provided a written submission and supporting documents. According to the landlord the tenancy agreement was a lease renewal for a six month

term dated July 26, 2011. The six month term ended on March 31, 2012 and the agreement required the tenant to vacate the rental unit at the end of the term.

The landlord's submission notes the tenant's claim that he left for China in April, 2012, leaving his personal belongings behind. The tenant has alleged that when he returned in July, 2012, other people were living in the rental property and they would not permit him to regain possession of his belongings. The tenant's claim includes claims for the loss of his belongings, the cost of repairs to the rental property and loss of income because he claims that he became homeless and unemployed as a consequence of these events.

Analysis

The *Residential Tenancy Act* provides by section 60 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.

According to the tenant's written statements, the tenancy ended in June, 2012. The tenant filed his application for dispute resolution more than two years after the tenancy ended. Section 60 (2) of the *Residential Tenancy Act* provides that if an application for dispute resolution is not made within the two year period, a claim arising under the *Act*, or the tenancy agreement, or in relation to the tenancy **ceases to exist for all purposes** (emphasis added). Because the tenant's claims have ceased to exist, I have

no authority or discretion to extend the time for bringing any claim in relation to the tenancy.

Conclusion

The tenant's claims are statute barred and this application is therefore 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: November 09, 2015

Residential Tenancy Branch

