



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, dated June 21, 2016 (the "Application"). The Tenant applied for an order that the Landlord return all or part of the security or pet damage deposit.

The Tenant attended the hearing on her own behalf and provided affirmed testimony. The Landlord did not attend the hearing.

The Tenant testified the Landlord was served with her Application package by registered mail on June 24, 2016. The Tenant's Application package was limited to the Application form and the Notice of a Dispute Resolution Hearing, dated June 22, 2016. However, the Tenant stated her tenancy ended on June 30, 2014, almost two years earlier, and that the Landlord moved into the rental unit at that time. However, she could not be certain the Landlord continued to reside in the rental unit at the time the above documents were served. According to the Tenant, she has been unable to locate and properly serve the Landlord. I find the Landlord has not been properly served with the Landlord's Application package in accordance with sections 89 and 90 of the *Act*.

In addition, the Tenant testified that she provided the Landlord with her forwarding address in writing, but could not recall during the hearing how this was accomplished. I find the Tenant did not provide sufficient evidence to satisfy me she provided her forwarding address to the Landlord in writing within one year after the end of the tenancy, as required by section 39 of the *Act*, after which a tenant's right to the return of a security or pet damage deposit is extinguished.

Finally, although there was some discussion during the hearing about the Tenant being granted leave to reapply, I note that more than two years have passed since the tenancy ended on June 30, 2016. Upon further consideration of the Tenant's oral testimony and the relevant provisions of the *Act*, I find the Tenant is statute-barred from pursuing her claim by section 60(2) of the *Act*, which states:

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...

[Reproduced as written.]

In light of the above, the Tenant's Application 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: December 28, 2016

Residential Tenancy Branch