



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GATEWAY PROPERTY MANAGEMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNDC FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Landlord on July 28, 2016. The Landlord filed seeking a Monetary Order for: damage to the unit site or property; unpaid rent or utilities; for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the cost of the filing fee.

The hearing was conducted via teleconference and was attended by two agents for the corporate Landlord. No one was in attendance on behalf of the Tenant. The male Landlord provided affirmed testimony that the Tenant was served notice of this application and this hearing by registered mail on August 3, 2016. Canada Post tracking information was submitted into evidence which indicated the package was delivered August 4, 2016.

Issue(s) to be Decided

Has the Landlord filed their application for Dispute Resolution within the stipulated timeframe?

Background and Evidence

The Landlord provided affirmed testimony the tenancy started shortly after the move-in inspection was completed on December 15, 2011. I heard him state the tenancy ended on June 1, 2014 which was the date the move out inspection report was completed.

Analysis

Section 62 (2) of the *Act* stipulates that the director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*. After careful consideration of the foregoing; documentary evidence; and on a balance of probabilities I find pursuant to section 62(2) of the *Act* as follows:

When determining if the Landlord's application could proceed I considered section 60 of the Act which stipulates as follows:

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.*

[Reproduced as written]

In this case the tenancy ended June 1, 2014 and the Landlord did not file their application for Dispute Resolution until July 28, 2016. Based on the aforementioned I find the Landlord failed to file their application within the statutory 2 year period; therefore their claim ceases to exist, pursuant to section 60(2) of the Act. Accordingly, I declined to hear the application.

Conclusion

I declined to hear the Landlord's application as their claim ceased to exist as it was not filed within the statutory timeframe.

This decision is final, legally binding, and 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: February 01, 2017

Residential Tenancy Branch