



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC, FF

Introduction

On June 12, 2017, The Tenants applied for Dispute Resolution requesting the Landlord to comply with the Act, and seeking a monetary order for the return of the security deposit.

The matter was scheduled as a conference call hearing. The Tenant, Ms. M.H. appeared at the hearing; however, the Landlord did not.

The Tenant submitted that she was not aware that she was required to serve her application and Notice of Hearing on the Landlord. She testified that she did not serve the Landlord.

The Tenant testified that she moved out of the rental unit on July 31, 2015. She testified that she waited almost two years to make application for dispute resolution because they were giving the Landlord an opportunity to comply with returning their deposit.

Issues to be Decided

- Are the Tenants out of time to reapply for Dispute Resolution?

Analysis

Section 60 (1) of the Act provides:

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.

The Tenants applied for dispute resolution for the return of their security deposit but failed to serve the Landlord with the Application and Notice of Hearing. Since the Landlord was not served with Notice of a hearing, the matter cannot proceed.

Since the tenancy ended on July 31, 2015, which is more than two years ago, the Tenants have lost any opportunity to reapply for a dispute resolution. Pursuant to section 60(2) of the Act, The Tenants claims under that tenancy agreement cease to exist.

The Tenant's application is dismissed in its entirety without leave to reapply.

Conclusion

The Tenants application for the return of the security deposit was not successful. The Tenants failed to serve the Respondent with the Notice of the Hearing.

The tenancy ended more than two years ago and the Tenants do not have time to reapply for their claim.

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 11, 2017

Residential Tenancy Branch