



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MNDL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order pursuant to section 67 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Only the landlord attended the hearing. The landlord was given a full opportunity to be heard, to present sworn testimony and to make submissions.

The landlord said he sent a copy of his application for dispute and his evidentiary package to the tenant by way of Canada Post Registered Mail, though he could not provide a Canada Post tracking number or a date when the package and evidence were sent to the tenant.

Issue(s) to be Decided

Is the landlord entitled to a monetary award? Can the landlord recover the filing fee?

Background and Evidence

Undisputed testimony provided by the landlord explained that this tenancy began on February 1, 2014. The landlord said that the tenant provided a signed notice on November 24, 2015 of her intention to vacate the suite December 15, 2015. The landlord noted that rent was \$750.00 per month and a security deposit of \$375.00 paid at the outset of the tenancy continues to be held by the landlord.

The landlord said the tenant vacated the suite on December 15, 2015 and that the locks to the rental unit were changed on December 16, 2015. The landlord is seeking a monetary award of \$909.50 in satisfaction for the loss that he purportedly suffered as a result of damage to the rental unit. The landlord described the rental unit as being left

very dirty following the conclusion of the tenancy. The landlord said that the walls and carpets in particular were very dirty and the carpet needed replacing despite being cleaned by professional cleaners. The landlord submitted numerous receipts associated with his loss as a result of the tenancy.

Analysis

Section 60 of the *Act* states, "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...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 unless that application is made in response to a different dispute between the same parties."

The landlord provided undisputed testimony that the tenant vacated the rental unit on December 15, 2015 with the locks being changed on December 16, 2015. The landlord applied for dispute resolution on December 28, 2017. I find that the landlord has therefore failed to apply for dispute resolution in accordance with section 60 of the *Act*. The landlord had until December 15, 2017 to apply for a monetary award in relation to claims arising from this tenancy. The landlord's application is therefore dismissed without leave to reapply.

Conclusion

The landlord's application for a monetary award is dismissed without leave to reapply.

The landlord must bear the cost of his own filing fee.

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: July 16, 2018

Residential Tenancy Branch