



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MILLENNIUM ESTATE HOLDINGS LTD.  
and 0748998 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FFT

This hearing was convened as a result of the Applicant's Application for Dispute Resolution, made on February 5, 2019 (the "Application"). The Applicant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for the return of the security deposit; and
- an order granting recovery of the filing fee.

The parties attended the hearing at the appointed date and time. Appearing on behalf of the Applicant was N.C. and M.L. Appearing on behalf of the respondent was N.M. and P.M.

## **Preliminary Matters**

In addition to the above mentioned parties, A.A also attended the hearing and stated that he was improperly named in the Applicant's Application and is not a party to the dispute. As there were no objections from the parties in the hearing, A.A. was removed from the style of cause and exited the hearing.

The Applicant also made an amendment to their Application on April 5, 2019 requesting to amend the correct legal names of both the Applicant and the Respondent. As there were no objections to the requested changes and pursuant to section 64(3)(c) of the *Act*, the amendment was accepted.

During the hearing, the Respondent raised the issue of jurisdiction as the Respondent stated that he has submitted a Notice of Civil Claim to the Supreme Court on May 17, 2019. The Respondent stated that the Application before the Residential Tenancy Branch is substantially linked to a matter that is currently before the Supreme Court. As such, the Respondent is seeking that I decline jurisdiction in the matter before me.

The Respondent stated that the Notice of Civil Claim is in relation to the respondent making a claim against the Applicant for damages stemming from a breach of the contract.

In response, the Applicant argued the merits of the Respondent's case before the Supreme Court and stated that they matter should be heard by the Residential Tenancy Branch.

Section 58(2)(C) of the *Act* confirms that a director must resolve a dispute unless the dispute is linked substantially to a matter that is before the Supreme Court.

After reviewing the Notice of Civil Claim before the Supreme Court and considering the oral testimony of the parties during the hearing, I find that it is apparent that the parties are currently before the Supreme Court relating to damages stemming from a breach of a contract between the parties, which is associated with the dispute address listed in the Application before me.

As such, I find that the Applicant's Application is linked substantially to a matter that is currently before the Supreme Court. Therefore, as per section 58(2)(c) of the *Act*, I find that I have no jurisdiction to consider this matter and dismiss the Applicant's Application. I grant the Applicant leave to reapply once the matters before the Supreme Court have been resolved; however, I also note that limitation periods apply as parties have two years from the date of the end of a tenancy to bring their claims before the Residential Tenancy Branch, under the *Act*. Furthermore, there are shorter limitation periods for both parties to consider regarding how the security deposit should be handled at the end of a tenancy. Both parties should seek legal advice on all these issues.

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: May 31, 2019

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Residential Tenancy Branch