



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE TABLEAU INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFT MNDCT MNSD**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order for the landlord to return the security deposit pursuant to section 38;
- An order requiring the landlord to reimburse the tenant for the filing fee.

IJ attended ("the landlord"). The tenant HKB, attended ("the tenant"). The tenant KP did not attend. Both parties had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions.

The landlord acknowledged receipt of the tenant's Notice of Hearing and Application for Dispute Resolution including all evidentiary materials except for the digital materials. The tenant acknowledged receipt of the landlord's materials. I find the tenant served the landlord in accordance with section 89 of the *Act*.

At the outset, the parties agreed to correct the name of the landlord to remove the corporate entity erroneously included. Accordingly, I amended the designation of the landlord to be IJ only.

Preliminary Matter

This is the third arbitration between the parties. In the second arbitration, the Arbitrator rendered a Decision on March 2, 2017 following a hearing. Reference to the Decision appears on the first page.

The Decision recorded a settlement between the parties and stated in part as follows:

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

- 1. The tenant agreed to move out by 1:00p.m. on March 07, 2017. An order of possession will be issued to the landlord effective this date.*

Section 60 of the Act states as follows:

Latest time application for dispute resolution can be made

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) 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 tenant submitted the current Application on March 7, 2019, outside the 2-year period. Accordingly, the tenant's claims ceased to exist before he brought the current application.

I therefore dismiss the tenant's application without leave to reapply.

Adjourned Hearing

After a 93-minute hearing, I adjourned the matter to consider this preliminary issue. I informed the parties they would be notified if the hearing is scheduled to resume.

As I have determined that the tenant's application is dismissed without leave to reapply, I request that the parties be informed that the hearing will not resume.

Conclusion

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: June 25, 2019

Residential Tenancy Branch