



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

**A matter regarding Eagleson Properties Ltd. and
[tenant name suppressed to protect privacy]**

DECISION

Dispute Codes MNSD, MNDCT, FFT

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the return of the security deposit - Section 38;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

The Parties agreed that the Tenants served their application for dispute resolution and notice of hearing (the “Hearing Package”) to the Landlord on August 24, 2021, and later than allowed under the Act. The Tenant states that they were late in serving the Hearing Package as it had been sent to their junk mail. The Landlord states that the late provision of the application has not allowed the Landlord to fully review and prepare for the hearing. The Landlord relies on their strict reading of the Act and procedural rights and seeks a dismissal of the application.

Section 59(3) of the Act provides that a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it, or within a different period specified by the director. Section 62(4) of the Act provides that the director may dismiss all or part of an application for dispute resolution if

- (a) there are no reasonable grounds for the application or part,

(b)the application or part does not disclose a dispute that may be determined under this Part, or

(c)the application or part is frivolous or an abuse of the dispute resolution process.

Based on the agreed facts of the date of service of the Hearing Package I find that the Tenants did not serve the Landlord within the time allowed under the Act. However, as the Tenants' application has set out reasonable grounds, discloses a dispute that may be determined and as there is no indication that the application is frivolous or an abuse of the process, I grant the Tenants leave to reapply. Leave to reapply is not an extension of any limitation period.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 08, 2022

Residential Tenancy Branch