



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$10,350.00 for damage or compensation under the Act.

The Tenant attended the teleconference hearing; however, no one attended on behalf of the Landlord. The Tenant asked for an adjournment, because of her health, which I agreed to in the hearing. However, I asked the Tenant about the end date of the tenancy, which she had said in her Application was March 1, 2019. I told the Tenant that she was a year late in applying, and therefore, I would have to dismiss the application.

However, the Tenant said she was wrong in that date, because she remembered it being at the time when Covid was just starting – March 1st of 2020. Given this, I agreed to adjourn in the hearing, but on further review of the dates, I find that the Tenant is still out of time in applying for dispute resolution. March 1, 2022 - when she applied for dispute resolution - was the first day of the third year after the tenancy ended, and therefore, the Tenant was a day late in applying for a remedy in this situation.

I regret having told the Tenant the wrong information in the hearing; however, I am bound by the rules set out in the Act – section 60 in this case. Accordingly, I dismiss this Application without leave to reapply, pursuant to sections 60 and 62 of the Act.

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: October 25, 2022

Residential Tenancy Branch