



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 663482 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, RPP, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on September 30, 2022, wherein the Tenant sought monetary compensation from the Landlord in the amount of \$8,302.00, an order for return of their personal property and recovery of the filing fee.

The hearing of the Tenant's Application was scheduled for 11:00 a.m. on November 29, 2022. Both parties called into the hearing. The Tenant called in on her own behalf and the corporate Landlord was represented by R.H. the President and Corporate Secretary.

Preliminary Matter

The parties agreed that this tenancy ended on September 30, 2020 when the Tenant vacated the rental unit pursuant to an Order of Possession granted August 24, 2020. The file number for that matter is included on the unpublished cover page of this my Decision.

The Tenant made this Application on September 30, 2022.

Section 60 of the *Residential Tenancy Act* provides that an application for dispute resolution must be made within 2 years of the date that the tenancy ends or is assigned.

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).
- (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.

[emphasis added in bold italics]

Limitation periods, or deadlines by which an application must be made, are used to provide for efficient resolution of disputes as well as finality and closure to possible disputes. If a person believes they are entitled to monetary compensation from another person, they must make an application within strict timelines set out in the relevant Act, or the *Limitation Act* as the case may be. This encourages timely resolution of disputes and preserves the integrity of evidence such as documents and physical objects as well as people's recollection of events. As well, this allows people to move on from disputes, not having to worry that a claim may be made against them for incidents which occurred a significant time before.

As noted above, under section 60 of the *Act*, an application for dispute resolution *must* be made ***within 2*** years of the date that the tenancy to which the matter relates ends. What this means, is that the latest either party here could file an application for dispute resolution relating to this tenancy was September 29, 2022. For further clarification, ***within 2*** years in this case, can be explained as follows: the first year on a ***calendar*** year basis would run from September 30, 2020, when the tenant vacated the rental unit, until September 29, 2021. The second year would then start on September 30, 2021, and run until September 29, 2022.

Therefore, I find that the "***within 2*** years of the date that the tenancy to which the matter relates ends" provision of section 60(1) of the Act requires that the application in this case be filed no later than September 29, 2022, as the start date commenced on the date of the tenancy ending September 30, 2020. I find a common meaning of the word "within" is "before the end of".

I find it important to note that other sections of the Residential Tenancy Act use the word “**after**” in calculating timelines, such as providing that a tenant may dispute a notice to end a tenancy within a designated number of days **after** receipt of a notice. I find that the use of the word “**within**” in section 60 is purposeful and provides no flexibility on the issue.

For the reasons above, I find the tenant’s application filed on September 30, 2022, was outside the statutory time limit and is barred from being heard. I therefore dismiss the tenant’s application, without leave to reapply.

Conclusion

The Tenant filed her application outside the statutory deadline imposed by section 60 of the *Act* such that her 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: December 5, 2022

Residential Tenancy Branch