



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW CONSIDERATION DECISION

Dispute Codes MNSD, FF

Basis for Review Consideration

Section 79(2) of the Residential Tenancy Act (Act) states that a party to the dispute may apply for a review of the decision. The application must contain reasons to support one or more of the grounds for review:

1. A party was unable to attend the original hearing because of circumstances that could not be anticipated and were beyond the party's control.
2. A party has new and relevant evidence that was not available at the time of the original hearing.
3. A party has evidence that the director's decision or order was obtained by fraud.

Applicant's Submission

The application for review consideration requests an extension of time to apply for review.

The applicant states in the application for review that he was not aware of the "*forms*" until he received the dispute resolution notice of hearing. He states that he called the Residential Tenancy Branch office to explain why he had not returned the damage deposit but was not allowed to do so. The applicant has attached emails sent to the tenant, explaining why he retained the damage deposit. He also states that the tenant did not give proper written notice to end the tenancy.

Analysis

Although the applicant applied for an extension of time in which to file for review, because he applied within eight days of receiving the decision, I find that an extension of time is unnecessary as he cannot be said to have filed beyond the statutorily prescribed timeframe which is based on receipt of the decision or order.

Based on the application, I find that the landlord is applying for an extension of time to apply to retain the security deposit. The Arbitrator made her decision based on section 38 of the *Residential Tenancy Act*. The landlord did not comply with section 38 when he failed to make application to retain the damage deposit within 15 days of receipt of the tenant's forwarding address.

Even though the landlord may have had reason to retain the damage deposit, the copies of emails to the tenant explaining the reason for retaining the damage deposit, would not have changed the decision. The landlord is at liberty to make his own application for a monetary order for what he believes is owed to him for utilities and/or loss of income resulting from the tenant's inadequate notice to end the tenancy.

Since the landlord made this application for a review in a timely manner, an extension is not required. Accordingly, this application is dismissed.

Conclusion

I dismiss the Application for Review Consideration. The original decision and order made on June 04, 2013 are confirmed.

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: July 04, 2013

Residential Tenancy Branch

