Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Tenant's application: RR; OLC; MNSD; MNR; MNDC; FF

Landlord's application: MND; MNDC; MNR; MNSD

Introduction

This Hearing was scheduled to hear cross-applications. The Tenant seeks a rent reduction; an Order that the Landlord comply with the Act, regulation or tenancy agreement; return of the security deposit; cost of emergency repairs; compensation for damage or loss; and to recover the cost of the filing fee from the Landlord.

The Landlord seeks a monetary award for damages and unpaid rent; compensation for damage or loss; and to apply the security deposit towards partial satisfaction of his monetary award.

The Hearing was scheduled to be heard on March 31, 2015.

On March 31, 2015, the Tenant's agent sought an adjournment because the Tenant was in hospital. The Landlord opposed the adjournment. I found there was no prejudice to the Landlord to adjourn the matter. An Interim Decision was issued on April 7, 2015, which should be read in conjunction with this Decision.

I ordered the Landlord to re-serve the Tenant with copies of his documentary evidence at the address the Tenant's agent gave during the Hearing. I also ordered that this matter must proceed on the date provided for the reconvened Hearing, and stated that the Tenant could be represented by an agent if she was unable to attend.

The parties gave affirmed testimony at the Hearings.

The Tenant did not sign into the Hearing on June 10, 2015, and was represented by two agents.

The Landlord testified that on May 22, 2015, he sent his documentary evidence, by registered mail, to the address provided by the Tenant's agent PF. He provided the tracking numbers for the registered documents.

The Tenant's agent PF stated that she did not receive the documents until June 5, 2014, in her mail box.

A search of the Canada Post tracking system indicates that the documents were received on May 25, 2015.

The Landlord stated that the Tenant paid a "damage deposit" in August, 2012. He stated that on September 5, 2012, the Tenant called police and an ambulance came to the rental unit. He testified that the Tenant alleged that the air quality in the rental unit was making her sick. I asked the Landlord when the tenancy began and when it ended. He stated that he was not certain when it began, but that the Tenant abandoned the rental unit and her furniture. He stated that the Tenant did not give any notice to end the tenancy.

The Tenant's agents muttered that the Landlord was not very well organized or prepared, but did not provide any evidence with respect to when the tenancy ended.

Documentary evidence submitted by the Landlord indicates that no tenancy agreement was signed by the parties. The Landlord submitted that the Tenant "kept delaying". The Tenant's Application for Dispute Resolution indicates that she lived in the rental unit for 7 days only.

In the absence of evidence to the contrary, and pursuant to the provisions of Section 44(f) of the Act, I find that the tenancy started on September 1, 2012, and ended when the Tenant abandoned the rental unit on September 7, 2012.

The Tenant filed her Application for Dispute Resolution on September 24, 2014. The Landlord filed his Application on January 1, 2015. Section 60 of the Act provides that an Application for Dispute Resolution must be made within 2 years of the date that the tenancy ends and that if it is not made within that 2 year period, any claim ceases to exist.

Conclusion

I find that the parties' Applications for Dispute Resolution were not made within two years of the end of the tenancy and therefore, pursuant to the provisions of Section 60 of the Act, any claims have ceased to exist. Both parties' Applications are 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 10, 2015

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Residential Tenancy Branch