



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application for authorization to obtain a return of all or a portion of their security deposit pursuant to section 38 of the *Residential Tenancy Act* ("the Act").

The landlords and the tenant attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. Landlord A.K. (the landlord) indicated that they would be the primary speaker for the landlords. The tenant had an advocate attend the hearing for support.

The landlord acknowledged receipt of the Application for Dispute Resolution (the Application) and an evidentiary package which were sent to the landlord by way of Canada Post Registered mail on November 21, 2018, the day after the tenant made their Application. In accordance with section 88 and 89 of the Act, I find that the landlords are duly with the Application and an evidentiary package.

Issue to be Decided

Is the tenant entitled to authorization to obtain a return of all or a portion of their security deposit?

Background and Evidence

Written evidence was provided that this tenancy began on April 01, 2014, with a monthly rent in the amount of \$700.00, due on the first day of each month. The landlord confirmed that they currently retain a combined security and pet damage deposit in the amount of \$550.00.

At the outset of the hearing the tenant and the landlord confirmed that this tenancy ended on August 15, 2016.

Analysis

Section 60 (1) of the Act establishes that the latest time an application for dispute resolution can be made is within two years of the date that the tenancy ends.

Section 60 (2) further states that if an application for dispute resolution is not made within the two year period, a claim arising under this Act or the tenancy agreement in relation to the tenancy ceases to exist for all purposes.

As the tenant made their Application on November 20, 2018, I find that this is more than two years from August 15, 2016, the date that the tenancy ended.

For the above reasons, I find that the tenant's claim for the return of the security and pet damage deposits has ceased to exist as of August 15, 2018.

Therefore, the tenant's claim for the return of the security deposit is dismissed, without leave to reapply.

Conclusion

The 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: February 28, 2019

Residential Tenancy Branch