



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC, OLC, LRE, RP, FF

Introduction

This was an application by the tenant filed August 24, 2016 under the *Residential Tenancy Act* (the Act) for orders as follows:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order for the landlord to make repairs to the unit, site or property pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing. The parties were advised the hearing file received evidence from the landlord, which the tenant acknowledged receiving. The tenant testified they sent the landlord and the hearing file an abundance of document evidence upon which they want to rely. The landlord testified they have not received any document evidence from the tenant. The tenant was advised the hearing file has not received any document evidence from them aside from the application. The tenant requested an adjournment to which I turned my attention as preliminary to the hearing.

Preliminary matters

The tenant identified their current issues in dispute have been previously identified in past applications and addressed in 2 previous hearings. As well, the tenant confirmed that circumstance respecting their application to set conditions on the landlord's right to

enter the rental unit arose or occurred on August 26, 2016: after filing the current application days earlier. It was further discussed that on August 17, 2016, the parties had attended their second dispute resolution hearing, in greater part pursuant to the tenant's application seeking resolution to the very same issues before this proceeding; and, the parties mutually settled all of their issues in dispute in full satisfaction of the parties and to the finality of all matters arising from both parties. The settlement included an agreement to end the tenancy October 31, 2016 and compensation to the tenant equivalent to 4 months' rent.

In respect to the above, I found the matters before this hearing *res judicata*, or *already decided* in the appropriate forum. That is, they were already determined, and having been so operating as an absolute bar to a subsequent action involving the same claims on application. I further found the tenant's application seeking resolution to a matter which had not yet occurred did not make sense. As a result of all the above, I denied the tenant's request for an adjournment and confirmed there are matters before this proceeding as *res judicata*. In the absence of the tenant's claimed evidence or proof they provided evidence to this matter the tenant's application was dismissed with leave to reapply.

Conclusion

The tenant's application is dismissed with leave to reapply.

This Decision is final and binding on both parties

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 18, 2016

Residential Tenancy Branch