



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESBROOK PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNE, FFT**

Introduction

On December 16, 2022 the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) asking to cancel a One Month Notice to End Tenancy for End of Employment dated December 1, 2022 (“the One Month Notice”).

The matter was set for a conference call hearing. Both parties attended the hearing at the appointed date and time. The parties confirmed service and receipt of the Notice of Hearing and documentary evidence packages. As there were no issues raised relating to service, I find these documents were sufficiently served pursuant to Section 71 of the *Act*.

Preliminary Matters

The parties confirmed they had a previous hearing on November 15, 2022 relating to the Tenant’s Application to cancel a One Month Notice to End Tenancy for End of Employment. In the Decision dated November 18, 2022 the Tenants were successful in cancelling the One Month Notice to End Tenancy for End of Employment.

The Landlord served a new Notice to End Tenancy for End of Employment dated December 1, 2022 only 13 days after the Decision was made. I find the Landlord’s reason for ending the tenancy on the December 1, 2022 One Month Notice are the same as the previous One Month Notice that had been set aside in the November 18, 2022 Decision.

As the reasons on the previous One Month Notice are identical to the current One Month Notice dated December 1, 2022 and that this has already been determined in the November 18, 2022 Decision, I find that today’s matter is *res judicata*. In other words,

the legal issue was resolved in a previous decision and I have no authority to alter that decision. I therefore deny reconsideration of this matter during this hearing.

In light of the above, I find that the Tenants were successful with their Application and I therefore cancel the One Month Notice dated December 1, 2022. The tenancy will continue until legally ended in accordance with the Act. As the Tenants were successful with their Application, I find that the Tenants are entitled to recover the filing fee from the Landlord and I order the Tenant to deduct \$100.00 from one (1) future rent payment.

Conclusion

I apply *res judicata* to preserve the effect of the first Decision, dated November 18, 2022. As such, the Tenants' Application is successful. The One Month Notice dated December 1, 2022 is cancelled. The Tenants are entitled to deduct \$100.00 from one (1) future rent payment. The tenancy will continue until legally ended in accordance with the Act.

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: April 24, 2023

Residential Tenancy Branch