



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT, MNDC, AAT, RR

Introduction

The tenant has made an application seeking:

1. A monetary Order;
2. An order of Possession of the Rental Unit;
3. Access to the rental unit; and
4. To be allowed to reduce the rent for repairs, services or facilities agreed upon but not provided.

The tenant testified that she served the landlord with the Application for Dispute Resolution hearing package on October 17, 2011 by way of registered mail. I am therefore satisfied that the landlord has been duly notified of these proceedings although he did not appear.

The tenant appeared and gave evidence under oath.

Background and Evidence

The tenant says the landlord illegally evicted her and she is therefore seeking an order of Possession of the rental unit as well as a monetary order for the following:

September 2011 rent	750.00
August 28 partial damage deposit paid	50.00
September 26 remainder of damage deposit	325.00
September 26 – rent for October 2011	525.00
Room and Board for Son at HR's home	200.00
Room and board until this issue is solved	450.00
Shoes, shirts, insoles, socks	280.00
Wal-mart Jeans and Shirts	0.00
Total	2580.00

On October 17, 2011 the landlord was granted an Order of Possession of the rental unit based on an undisputed 10 day Notice to End Tenancy given for unpaid rent served on September 20, 2011. The landlord was also allowed to retain the security deposit in satisfaction of the rental arrears found to have been owing.

The tenant reviewed the decision rendered October 17, 2011 but that application was denied.

Analysis

The landlord was granted an Order of Possession of the rental unit. As the matter of the possession of the rental unit has been decided in favour of the landlord, this matter is *res judicata* and is therefore dismissed.

Further, the landlord was also awarded the security deposit in satisfaction of the rental arrears. Therefore the matter of rent and the security deposit has also been decided and it too is therefore dismissed.

With respect to the tenant's claim for compensation for sums expended for alternate accommodation or clothing, the tenant has failed to bring sufficient evidence to prove those claims and they are dismissed.

Finally, as this tenancy has ended, the tenant's application to be allowed access to the rental unit and to be allowed to reduce her rent for repairs, services or facilities agreed upon but not provided are also dismissed.

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: November 08, 2011.

Residential Tenancy Branch