



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary compensation for loss under the Act.

Both parties appeared.

### Preliminary Issue

Counsel for the landlord submits that this matter cannot proceed at today's hearing, as the claim filed by the tenant is for the same issue that was heard at a dispute resolution on May 4, 2011. Counsel submits at the original hearing the parties entered into a settlement agreement, which was legally binding upon both parties and that agreement has been honoured by the landlord. Filed in evidence is a copy of the decision dated May 4, 2011.

The tenant's writes in her application that she is seeking monetary damages as a result of, "the landlord's dishonest intention to force my sons and I to move."

[Reproduced as written.]

The tenant further submits that no evidence was heard at the original hearing on May 4, 2011, and feels the issue should be reheard.

In this case, the tenant had previously filed an application for dispute resolution to cancel a 2 month notice to end tenancy for landlord's use of property. On May 4, 2011, at the original hearing the parties entered into a settlement agreement, ending the tenancy on or before May 6, 2011. The parties further agreed the tenant was entitled to receive from the landlord monetary compensation, pursuant to section 55 of the Act, which was honoured by the landlord.

The tenant claims she submitted no evidence at the original hearing of the landlord's dishonest intents and the matter should be reheard. However, the parties entered into a settlement agreement at the original hearing and no evidence was required to be presented by either party.

The fact the tenant no longer agrees with the settlement agreement, cannot be considered as the decision made on May 4, 2011, is final and legally binding on both parties.

As a result, I find that due to section 77(3) of the Act and the legal principal of Res judicata, I cannot grant the tenant's request to hear the issue for monetary compensation as the issue of compensation was heard and a decision was made. I find the tenant's application must be 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: February 27, 2013

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Residential Tenancy Branch

