



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Transpacific Realty Advisors
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, OLC, ERP, RP, PSF, LRE, RR, O

Introduction

This hearing was convened in response to an application made by the tenant for orders under the *Residential Tenancy Act* (the Act):

- a monetary order for the cost of emergency repairs
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$25,000.00.
- an order that the landlords comply with the Act, regulation or tenancy agreement
- an order that the landlords make emergency repairs for health or safety reasons
- an order that the landlords make repairs to the unit, site or property
- an order that the landlords provide services or facilities required by law
- an order suspending or setting conditions on the landlord's right to enter the rental unit
- an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided
- other

Both parties attended the conference call hearing and provided testimony. Neither the tenant nor the landlord provided any document evidence in this matter. However, the tenant repeatedly referred to a package of evidence they had provided for a hearing in April 2012 - which dealt with all of the same items in dispute on this date and which Decision dismissed all of the tenant's claims without leave to reapply..

The tenant was given opportunity to explain their application. The parties were given opportunity to discuss the application in more detail and ask the other questions and cross examine each other on the testimony.

Issue(s) to be Decided

- Have the issues presented by the tenant already been determined in the appropriate forum – *res judicata*?

- Is the tenant entitled to a monetary order for the cost of emergency repairs?
- Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?
- Is the tenant entitled to an order that the landlords comply with the *Act*, regulation or tenancy agreement?
- Is the tenant entitled to an order that the landlords make emergency repairs for health or safety reasons?
- Is the tenant entitled to an order that the landlords make repairs to the unit, site or property?
- Is the tenant entitled to an order that the landlords provide services or facilities required by law?
- Is the tenant entitled to an order suspending or setting conditions on the landlords' right to enter the rental unit?
- Is the tenant entitled to an Order of Possession of the rental unit or site?
- Is the tenant entitled to an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The tenant confirmed the Decision of the hearing dated April 04, 2012 *dismissed* all of the same items brought forth to this hearing, *without leave to reapply*.

The tenant was given opportunity to expand on their application summary as it was absent of any information in support of their comprehensive claims. Both parties were encouraged to be forthright in their testimony.

The tenant spoke in vague and general terms, which they claimed would all be clear once their evidence of the 2012 matter was consulted. The tenant alleged the rental unit was not operational and required a number of repairs to "function properly" and that the landlord was neglecting their responsibilities as a landlord, and the landlord representative was rude and intimidating to all tenants. Specifically, the tenant claims they had a leak under the sink and their refrigerator has a hole in it.

The landlord testified that they routinely inspect this tenant's suite as the tenant is known as "a hoarder", with an abundance of items in the unit which the landlord tries to keep in check with routine inspections. The landlord also testified the tenant's rental unit is "extremely dirty"; however, despite this testimony, the tenant has been advised that if they keep the amount of items in the unit manageable and keep a reasonable level of cleanliness their tenancy is not in jeopardy. The parties agree that there were recent periodic inspections of the rental unit in March and May of 2013; which as a result, the landlord did not find repair issues, other than a small leak under the sink

which has since been repaired. The landlord is not aware of any other repair issues – which they would likely discover if not alerted to. The landlord explained the “hole” to which the tenant referred to in the refrigerator, was a small dent in the inside of the freezer and did not in any way interfere with the operation, which the landlord found to be appropriate. None the less, the landlord remains open to a possible replacement, despite the 10 year age of the appliance. The landlord highlighted that this application was made following the May 2013 inspection of the rental unit, which they think is in response to the inspection.

Analysis

On preponderance of all of the testimony in this matter, I find the tenant has not provided sufficient evidence respecting any item claimed on their application, nor advanced any new evidence than that which they claim they previously submitted in 2012. I find that the tenant’s claims, and effectively this application, is *res judicata* as it has already been decided in the appropriate forum, and I therefore **dismiss** the tenant’s application in its entirety, **without leave to reapply**.

Conclusion

I Order that the tenant’s application **is dismissed, without 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: June 05, 2013

Residential Tenancy Branch