



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayside Property Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MNDC, OLC, FF

### Introduction

This hearing was originally set to be heard on July 9. The parties participated in that hearing and the issue of the notice to end tenancy was dealt with. The landlord requested that the remaining matters be adjourned. On July 9, I issued an interim decision in which I set aside the notice to end tenancy which was at issue.

The hearing reconvened on September 12, 2013. At that hearing, the parties agreed that the tenant had vacated the rental unit. As the tenancy had ended, I dismissed the claim for an order compelling the landlord to comply with the Act and tenancy agreement.

On September 3, the tenant faxed to the Residential Tenancy Branch approximately 48 numbered pages of evidence with an unnumbered fax cover sheet on which the tenant advised that she wished to substantially increase her monetary claim. The landlord's agents (the "Agents") acknowledged that they had received the numbered pages, but stated that they did not receive the fax cover sheet on which the tenant purported to amend her claim.

Ideally, to amend a claim, the applicant should make amendments to the original application, initialing changes, and submit the amended application to both the Residential Tenancy Branch and the respondent. The tenant was unaware of this procedure and attempted to amend her claim by another means. I would have accepted this amendment had I been satisfied that the landlord had received a copy, but I am not persuaded that the tenant sent the fax cover sheet, which was addressed to the Residential Tenancy Branch, to the landlord. I advised the parties at the hearing that I found that the amended claim had not been served on the landlord and that the landlord had no advance notice of the increased claim and therefore the hearing proceeded to address the original monetary claim.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenant seeks to recover the equivalent of one month's rent as well as travel costs associated with her attendance at the Residential Tenancy Branch to file her claim.

The tenant had filed several applications previously, the most recent having been filed on May 2, 2013 and heard on May 29, 2013. In the May 29 decision, the Arbitrator considered the tenant's request for \$3,700.00 in compensation for harassment and awarded her \$200.00.

At the hearing, I advised the tenant that because The Arbitrator had dealt with her claim for compensation prior to May 2, the date that she filed the application before Ms. Simpson, I could not consider a compensation claim for any events which took place on or before May 2, 2013. Further, as the claim before me was filed on June 7, 2013, I could not consider any events which took place after that date and therefore the tenant was restricted to basing her claim on harassment which occurred between May 2 and June 7, 2013.

The tenant was unable to provide evidence showing harassment occurring during the relevant period of time.

Analysis

As the tenant was unable to provide evidence of harassment occurring between May 2 and June 7, 2013, her claim is dismissed.

At the hearing, the tenant indicated that she intended to bring a claim against the landlord for harassment occurring after June 7. There is nothing barring the tenant from doing so and she is free to make a claim for any events occurring after that date. I find that she is barred by the doctrine of *res judicata* from bringing a claim for events occurring prior to June 7. The Agents indicated that they intend to bring a claim against the tenant and they are free to bring that claim.

I note as well that the tenant acknowledged at the hearing that she had not yet returned the keys to the rental unit. I reminded the tenant that s. 37 of the Act requires tenants to return keys to the landlord upon vacating the rental unit.

Conclusion

The tenant's claim is 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: September 12, 2013

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Residential Tenancy Branch