



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CONCERT REALTY SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, FF

Introduction and Preliminary Matter

This hearing convened as a result of a Landlord's Application for Dispute Resolution filed February 12, 2015 wherein the Landlord sought a Monetary Order for damage to the rental unit arising from a fire on October 6, 2013, money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to recover the filing fee.

The Landlord was represented by S.G., the current property manager, G.K. the property manager at the time of the subject tenancy and K.L., the resident manager.

The Tenant, J-H. K. appeared on his own behalf.

On May 6, 2014, the Landlord made a previous application, for the same relief and relating to damages caused by the Tenants' fire; on September 5, 2014, that application came before me (the "Previous Application"). On September 24, 2014 I decided in favour of the Landlord and awarded them a Monetary Order for the full \$25,000.00 claimed.

The Landlord's agent, S.G., testified that subsequent to the Previous Application and upon attempting to enforce the Order the Landlord's discovered that the Tenant, J-H.K.'s name had been spelled wrong on the Decision and Order of September 24, 2014.

On my own initiative, pursuant to sections 64(3)(c) and 78 of the *Residential Tenancy Act*, and *Residential Tenancy Policy Guideline 23*, I amended the Previous Application and my Decision and resulting Monetary Order to accurately reflect the Tenant, J-H. K.'s, name. I found that in all the circumstances it was just and reasonable to correct the spelling of J-H. K's name to ensure enforcement.

The current Application made February 12, 2015 and the Application made May 6, 2014 involved the same parties and the same issues. As I have already decided the merits of the Landlord's application in my decision dated September 24, 2014 and corrected August 21, 2015, I am not, pursuant to the legal principle of *Res Judicata*, able to hear this application again.

Res judicata is a rule in law that a final decision has been made and cannot be heard again. There are three preconditions that must be met before the principle of *res judicata* can operate:

- 1) The same question has been decided in an earlier proceeding;
- 2) The earlier decision was final; and
- 3) The parties to the earlier decision are the same in both the proceedings.

Accordingly, the Landlord's application filed February 12, 2015 is dismissed as having already been decided.

Of note, during the hearing the Tenant confirmed his address for service of the Corrected Monetary Order and Decision; that information is contained on the cover sheet of this my Decision.

Conclusion

The Landlord's application made February 12, 2015 was related to issues already decided by me on September 24, 2015. I corrected the September 24, 2015 Decision and Monetary Order to accurately reflect the Tenant, J-H. K's name. The Landlord's application made February 12, 2015 is hereby dismissed as having already been decided.

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: August 24, 2015

Residential Tenancy Branch

