



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OLC, FF*

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order directing the landlord to comply with the *Act*, and provide the tenant with rent receipts. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord fulfilled her responsibilities as a landlord with regard to being in compliance with the *Act*?

### **Background and Evidence**

The tenancy started on July 15, 2014 and ended on October 15, 2016 pursuant to an order of possession granted to the landlord. Rent was \$668.00 due on the first of each month.

These parties attended a hearing on October 03, 2016. Both parties had made application for dispute resolution. In a decision dated October 03, 2016, the Arbitrator granted the landlord an order of possession and a monetary order for unpaid rent for the months of February, March, April, August and September 2016, in the amount of \$2,426.00. The landlord pursued the monetary order in small claims court and the Judge ordered the tenant to pay the landlord \$100.00 per month starting January 21, 2017 and each consecutive month thereafter, until paid in full.

The tenant made this application for an order directing the landlord to provide her with rent receipts for the months of February, March, August and September 2016. The tenant also applied for the filing fee.

## **Analysis**

Based on the testimony of both parties and a copy of the decision dated October 03, 2016, I find that the Arbitrator determined that the tenant did not pay rent for the months she is requesting rent receipts for. The tenant argued that she had paid rent.

I explained to the tenant that since it had already been decided in a previous hearing, that rent for the months in question was not paid; I was not in a position to hear the tenant's arguments regarding payment of rent for these months. Since the issue of the payment of rent has already been dealt with, *it is res judicata*.

Black's Law Dictionary defines *res judicata*, in part as follows:

Rule that a final judgment rendered by a court of competent jurisdiction on the merits is conclusive as to the rights of the parties and their privies, and, as to them, constitutes an absolute bar to a subsequent action involving the same claim, demand or cause of action.

Based on the principle of *res judicata*, the decision dated October 03, 2016 and the testimony of both parties, I find that the payment of rent was already decided in the previous hearing and it was determined that the tenant did not pay rent for the months that she is requesting receipts for. Accordingly I find that the tenant is not entitled to rent receipts and I dismiss the tenant's application. The tenant must bear the cost of filing this application.

## **Conclusion**

The tenant's claim is dismissed in its entirety.

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: January 26, 2017

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Residential Tenancy Branch