



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNR O

### **Introduction**

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for an Order to cancel the landlord's Notice to End for Unpaid Rent given in February 2017.

Both parties attended the conference call via their agent's representation and provided testimony.

### **Preliminary matters**

The proceeding had benefit of a copy of an Amendment to an Application document and ancillary evidentiary contents. The Amendment sought to change the tenant's monetary claim for damage and loss which the parties were notified was not an original claim of the application, and therefore not amendable. As a result this portion of the landlord's intended application was dismissed with leave to reapply. The hearing advanced on the primary application to cancel the landlord's Notice to End.

### **Issue(s) to be Decided**

Is the tenant entitled to cancellation of the landlord's Notice to End?

### **Background and Evidence**

This proceeding is pursuant to a hearing of the parties 3 weeks prior to this matter and a Decision of that hearing issued 2 weeks ago. The Decision of February 27, 2017 deals with the issue and matters of the unpaid rent for February 2017 as a continuation of unpaid rent originating in January 2017 for which the landlord had already served the tenant a Notice to End. The outcome of the Decision cancelled the original Notice to End and granted the landlord the unpaid rent for the months of January and February 2017 and ordered the tenancy would continue in accordance with the tenancy agreement.

### **Analysis**

Based on the above evidence I find that the landlord's Notice to End served in February 2017 was determined as adjunct to the January 2017 Notice to End and redundant. The outcome of the Decision cancelled the landlord's Notices in favour of granting the landlord the unpaid rent. As a result, I find the issues respecting this application as *res judicata*, or already determined in the appropriate arena, and is hereby dismissed.

It must be noted that with the parties having been before this Arbitrator 3 weeks earlier, the parties were again reminded of their duty and legal obligation to reasonably mitigate and minimize any claim for damage or loss they envision attracting compensation, and practically they should do this before seeking remedy through arbitration. The parties were apprised that if they exhaust such avenues, including any insurance the tenant claims is available to them; it remains additionally available to a party to apply for dispute resolution if they can support their claim.

### **Conclusion**

The tenant's application in relevant part to this matter is **dismissed**.

**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: March 15, 2017

---

Residential Tenancy Branch