



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

On February 15, 2018, The Tenant applied for Dispute Resolution seeking a monetary order for money owed or compensation for damage or loss under the *Act*, and for the return of the security deposit.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. All participants in the hearing provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenants provided the Residential tenancy Branch with 14 pages of documentary evidence 10 days prior to the hearing. The Tenants testified that they sent the Landlord a copy of the evidence using email 10 days prior to the hearing.

The Landlord testified that he never received the Tenants' documentary evidence.

I find that the Tenant's evidence was not sent to the Landlord in accordance with the service of documents provisions of the *Act*. In addition, the Tenant's evidence was not provided to the Landlord a full 14 days before the hearing as required by the Residential Tenancy Branch Rules of Procedure. The Landlord has not had an opportunity to

review and respond to the evidence. The Tenants' late documentary evidence is excluded from this hearing.

The Landlord participated in a previous hearing where the Tenants failed to appear. The Landlord provided a copy of the Decision where he was awarded the security deposit.

The Tenants submitted that they wanted to re-hear the issues that were decided in the earlier hearing.

Upon review of the Decision from the earlier hearing, I find that the security deposit was dealt with and awarded to the Landlord. I cannot re-hear and change or vary a matter already heard and decided upon as I am bound by the earlier decision, under the legal principle of Res judicata. Res judicata is a rule in law that a final decision, determined by an officer with proper jurisdiction and made on the merits of the claim, is conclusive as to the rights of the parties and constitutes an absolute bar to a subsequent Application involving the same claim.

I find that the Tenants application for the return of the security deposit was decided in an earlier hearing. The Tenant's claim for the return of the security deposit is dismissed.

The hearing proceeded on the Tenant's claim for money owed or compensation for loss in the amount of \$2,000.00.

Issues to be Decided

- Is the Tenant entitled to compensation under the Act or tenancy agreement?

Background and Evidence

The Parties testified that the tenancy was a fixed term tenancy that began on April 11, 2017, and was to end at the end of June 2017. Rent in the amount of \$2,000.00 was due by the first day of each month. The Tenants paid the Landlord a security deposit of \$1,000.00.

The Tenants testified that they asked the Landlord to extend the tenancy for an additional 10 -15 days. The Tenants submitted that the Landlord refused the request and the Tenants needed to immediately rent a new place and they incurred moving expenses. The Tenants are seeking compensation of \$2,000.00.

In response, the Landlord acknowledged that on June 21, 2017, the Tenants requested an extension to the end of the tenancy. The Landlord testified that he was unable to allow an extension because he had already rented the unit out to new Tenants for July 1, 2017.

Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

I find that there was a fixed term tenancy agreement between the parties that the tenancy was to end at the end of June 2018.

The Landlord was under no legal obligation to allow an extension to the term of the fixed term tenancy. I find that the Landlord did not breach the Act or the tenancy agreement and the Landlord is not responsible for the Tenant's costs to find a new rental unit or for the moving costs.

The Tenant's application is dismissed in its entirety without leave to reapply.

Conclusion

The Tenants application for monetary compensation was not successful and 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 10, 2018

Residential Tenancy Branch