



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNC, CNR, MNDC, OLC, LRE, LAT, RR, FF

### **Introduction**

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel notices to end tenancy issued by the landlord for cause and non-payment of rent. The tenant also applied for an order directing the landlord to comply with the *Act*, to reduce rent, to restrict the landlord's right to enter the rental unit and for authorization to change the locks. The tenant applied for a monetary order to cover moving costs and for compensation for the breaking of a fixed term lease and for loss of quiet enjoyment.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence. The landlord said that he had not submitted any evidence of his own. I find that the landlord was served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing, the tenant informed me that despite making application on April 30, 2019, to dispute the notices to end tenancy, he had moved out on May 28, 2019 without providing the landlord any notice. Since the tenant has moved out, it is not necessary to address his application to cancel the notices to end tenancy. In addition most of the other remedies that the tenant has applied for are related to an ongoing tenancy and therefore are moot.

Accordingly, this hearing only dealt with the tenant's application for compensation. The hearing proceeded and approximately 50 minutes into the hearing, the tenant informed me that he had decided that he wanted to have his monetary claim heard in Small Claims Court.

I explained to the tenant that once his application has been heard and decided upon he did not have an option to reapply for the same claim in another court. I explained the principle of *res judicata* to the tenant. The tenant informed me that he had decided to file his monetary claim in another court and therefore withdrew his claim.

Since the tenant has voluntarily withdrawn his claim, he must bear the cost of filing his own application.

### **Conclusion**

The tenant's application is dismissed with leave to reapply.

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: June 10, 2019

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Residential Tenancy Branch