



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened as a result of the Occupant's Application for Dispute Resolution. A participatory hearing, via teleconference, was held on December 16, 2019. The Occupant applied to cancel a Notice to End Tenancy, pursuant to the *Residential Tenancy Act* (the "Act").

The Occupant was present at the hearing. However, the owner was not. The occupant provided tracking information to show he sent his Notice of Hearing and evidence to the owner by registered mail on October 25, 2019. Pursuant to section 89 and 90 of the Act, I find the owner is deemed served with this package 5 days after it was mailed.

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

Preliminary and Procedural Matters - Jurisdiction

The occupant stated that our office does not have jurisdiction on this matter because there is no rental agreement, and this is a family law matter. The occupant asserted that he never paid a security deposit, and did not sign a tenancy agreement. The occupant stated that he does not pay any monthly rent to the owner, who is his mother.

The occupant expressed that he already had a hearing last week where he applied to cancel a 1 Month Notice to End Tenancy, and the arbitrator at that time determined that there was no jurisdiction for this situation. I confirmed with the occupant that this is the same living situation, with the same business arrangement (except this hearing it is a 10

day Notice to end tenancy for unpaid rent rather than a 1 month notice to end tenancy for cause). Given that an arbitrator has already determined a lack of jurisdiction for this particular arrangement, I find that matter has been decided upon. I do not have the authority to rehear whether or not there is jurisdiction on this matter, as that issue has already been determined.

Under the legal principle of *res judicata*, I dismiss this application, in full. *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. There is no jurisdiction to hear the issues or the reasons behind any Notice's to End Tenancy issued under the Act.

Conclusion

The application is dismissed in full without 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: December 16, 2019

Residential Tenancy Branch