



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, RR, RP, AAT, LRE, LAT, PSF

Introduction

The tenant filed for dispute resolution (the “Application”) on October 7, 2020. They are seeking the following, pursuant to the *Residential Tenancy Act* (the “Act”):

- a) compensation for monetary loss or other money owed, as per s. 67;
- b) a reduction in rent for repairs, services or facilities agreed upon but not provided, as per s. 65
- c) repairs to the unit, as per s. 32;
- d) allowance for access for tenant and/or guests, as per s. 30;
- e) suspension or set conditions on the landlord’s right to enter the rental unit, as per s. 70;
- f) authorization to change the locks to the rental unit, as per s. 31;
- g) provision of services or facilities required by the tenancy agreement or law, as per s. 61.

The matter proceeded by way of a conference call hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on December 18, 2020. In the conference call hearing I explained the process and offered the parties the opportunity to ask questions.

Preliminary Matters

At the beginning of the hearing, the tenant stated they moved out from the rental unit on November 24, 2020. Given that the tenancy has ended prior to this hearing, the tenant’s claims c) through g) listed above are no longer at issue. These are not ongoing issues where there is no extant tenancy agreement. By Rule 2.3 of the *Residential Tenancy Branch Rules of Procedure*, I dismiss these portions of the tenant’s Application without leave to re-apply.

The tenant asked for an adjournment for the opportunity to provide evidence for this hearing. There was a previous hearing concerning this tenancy and they provided all of their evidence in that hearing. They also provided how the hardship associated with their move-out at the end of November posed a challenge and prevented them from submitting evidence here. The tenant also stated they have another hearing concerning this same tenancy, in March 2021.

The landlord brought to my attention that previous hearing decision of another Arbitrator dated March 25, 2019, provided in their evidence. They submitted that this concerned the exact same claim from the tenant, with all evidence considered by the previous Arbitrator and set out in the decision. As a notation to the decision they provided to this hearing file, the landlord stated: "In 2019 [they] asked for \$32,000 for same reasons as [they] have presented now. [They] lost without leave to reapply."

In this hearing, the tenant claimed \$10,000 for compensation, stemming from problems with the heating/cooling system, leading to health issues. They have been unemployed and unable to pay rent. They also claimed \$19,000 for reduced rent, where they were paying full rent for a long time while the system was not working.

On my review of the previous Arbitrator decision of March 25, 2019, these are the same claims, as set out in the decision that the landlord provided here. That hearing's evidence matches to the testimony of the tenant here, based on their submissions in this present hearing.

The tenant's Application here concerns the issues that the Arbitrator ruled on in the previous hearing. That Arbitrator made their final decision, and the tenant was not granted leave to re-apply. I am bound by that decision, under the principle of *res judicata*. This is the rule of law which provides that a final decision is conclusive as to the rights of the parties and constitutes a bar to a subsequent application involving the same claim.

For this reason, I deny the tenant their request for an adjournment. I find the tenant is attempting to re-submit and apply on the same issue. Their Application here is dismissed.

Conclusion

For the reasons above, I dismiss the tenant's claims for reduced rent and monetary compensation, without leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: December 31, 2020

Residential Tenancy Branch