



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, CNR-MT, LRE, RP

Introduction

The Tenants seek the following relief under the *Residential Tenancy Act* (the “Act”):

- An order under s. 62 that the Landlord comply with the *Act*, Regulations, and/or the tenancy agreement;
- An order under s. 70 restricting the Landlord’s right of entry into the rental unit;
- An order under s. 32 for repairs to the rental unit;
- An order to cancel a 10-Day Notice to End Tenancy signed February 12, 2022 (the “10-Day Notice”) pursuant to s. 46; and
- An order under s. 66 for more time to dispute the 10-Day Notice.

M.G. appeared as agent for the Landlord. The Tenants did not appear, nor did someone appear on their behalf.

Pursuant to Rule 7.1 of the Rules of Procedure, the hearing began as scheduled in the Notice of Dispute Resolution. As the Tenants did not attend, the hearing was conducted in their absence as permitted by Rule 7.3 of the Rules of Procedure.

The Landlord’s agent affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The Landlord’s agent confirmed that he was not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Preliminary Issue – Amending the Style of Cause

There were discrepancies between the Landlord as named in the documents provided to by the parties and the Landlord as listed by the Tenants in the Notice of Dispute Resolution.

At the outset of the hearing, I clarified with the Landlord's agents who, in fact, was the Landlord. The Landlord's agent confirmed that the corporate Landlord, as listed in the 10-Day Notice, is the correct Landlord. Accordingly, I amend the application pursuant to Rule 4.2 of the Rules of Procedure such that the style of cause reflects the Landlord as listed in the tenancy agreement.

Dismissal of Tenants' Application

The Landlord provided evidence to the Residential Tenancy Branch indicating that the 10-Day Notice had already been adjudicated and an order for possession granted on March 24, 2022. The Landlord's agent confirmed this information and further advised that the Landlord obtained a writ of possession, with a copy of the writ being provided to the Residential Tenancy Branch showing it was issued on March 29, 2022. A bailiff attended the rental unit shortly thereafter and the Landlord's agent confirmed that the Tenants no longer reside at the rental unit.

Based on the evidence provided by the Landlord with respect to an order for possession being issued by the Residential Tenancy Branch on March 24, 2022, I find that the Tenants' claim to cancel the 10-Day Notice and for more time to do so under ss. 46 and 66 of the *Act* are res judicata, which is to say it has already been decided. This portion of the Tenants claim is, therefore, dismissed without leave to reapply.

The remaining aspects of the Tenants' claims relate to matters that are only relevant to ongoing tenancies. As confirmed by the Landlord's agent, the tenancy is over. Further, the Tenants did not attend the hearing to prove these aspects of their claim. Accordingly, I dismiss the Tenants' claims under ss. 32 (repairs), 62 (order that the Landlord comply), and 70 (restricting Landlord's entry) of the *Act* 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: June 06, 2022

Residential Tenancy Branch