

## **DECISION**

**Dispute Codes:** MNSD, MND, FF

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order for the cost of cleaning and repairs of the rental unit and for the recovery of the filing fee. The landlord also applied to retain the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written residential tenancy agreement, the tenancy began November 15, 2005. The monthly rent was \$1,024.00 and the tenant paid a security deposit of \$187.50. The tenancy ended on December 31, 2009 by mutual consent.

On February 15, 2010 the landlord made an application for a monetary order for the cost of cleaning and repairs of the rental unit. This matter was heard on May 26, 2010. The landlord did not attend the hearing. The hearing was attended by the tenant and continued on in the absence of the landlord. In the Conclusion of the aforementioned decision, the Dispute Resolution Officer dismissed the application of the landlord and awarded the tenant the return of double the security deposit

The landlord made this application on May 28, 2010 for the cost of cleaning and repairing the rental unit.

### **Analysis**

Based on the documentary evidence and testimony of the parties, I find that the issues in dispute were previously heard on May 26, 2010 and that a decision was rendered on that same day.

Black's Law Dictionary defines *res judicata*, in part as follows:

Rule that a final judgment rendered by a court of competent jurisdiction on the merits is conclusive as to the rights of the parties and their privies, and, as to them, constitutes an absolute bar to a subsequent action involving the same claim, demand or cause of action.

Following from the above, I find that the landlord had made a previous application for a monetary order for the same claims as he has made in his application dated May 28, 2010. The Dispute Resolution Officer made a decision on May 26, 2010, to dismiss the landlord's application. Therefore based on the definition of *res judicata* I must dismiss the landlord's application.

### **Conclusion**

The landlord's application is dismissed in its entirety 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: October 18, 2010.

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Dispute Resolution Officer