



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking a monetary order for compensation under the Act or tenancy agreement, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

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

In his Application, the Tenant had named one of the Landlord's Agents in their personal capacity, as a Respondent. With the consent of the Tenant's legal counsel, I have amended the style of cause to not include the Agent.

### Issue(s) to be Decided

Is the Tenant entitled to monetary compensation from the Landlord?

### Background and Evidence

These parties were involved in one prior dispute resolution hearing, regarding an Application for Dispute Resolution made by the Landlord to retain the security deposit and one month of rent from the Tenant. The Dispute Resolution Officer made the following findings in this earlier decision:

"I find that the landlord was not entitled to retain the rent payment for the month of May and I dismiss the landlord's claims for liquidated damages of \$300.00 and for a monetary order for June rent or for loss of revenue for June. The landlord's application for dispute resolution is dismissed without leave to reapply.

The tenant has not applied for a monetary order to recover his rent payment for the month of May. He is free to make such an application based on my findings in this decision, but in the absence of an application for dispute resolution I am not at liberty to grant the tenant a monetary order in the amount of his rent payment for May...”

[Emphasis added.]

In this Application, the Tenant has applied for the return of rent for May.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Tenant is entitled to the return of rent for the month of May, in the amount of \$795.00.

I find that this issue was already determined in the prior hearing. In particular, it was found the Landlord is “... not entitled to retain the rent payment for the month of May.”

Therefore, the issue is *res judicata*, and I have no authority to alter the findings in the previous decision. I note in the prior decision the Officer made the following suggestion to the Landlord,

“I suggest that landlord consider returning the tenant’s May rent payment and thereby avoid a further application for dispute resolution with its attendant costs.”

Despite this, the Landlord did not return the rent for May to the Tenant.

I grant and issue the Tenant a monetary order for **\$845.00**, comprised of one month of rent and the \$50.00 filing fee for the Application.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: May 03, 2012.

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Residential Tenancy Branch