



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application filed by the tenant who is seeking a monetary order for money owed or for compensation for damage or loss and recovery of the filing fee paid for this application.

Both parties appeared at the hearing of this matter and I am satisfied that the landlord had proper notice of this claim.

Issue(s) to be Decided

Is the tenant entitled to the Orders sought?

Background and Evidence

This tenancy began on May 1, 2011 and ended on June 23, 2011. Rent was fixed at \$1,325.00 per month payable on the first day of each month and the tenant paid a security deposit of \$662.50 on May 1, 2011.

The tenant submits that the landlord broke the lease by not supplying adequate security which caused "...a serious security threat..." to the tenant. The tenant states that the rental unit was broken into and she came face-to-face with an intruder. After this incident the tenant felt forced to vacate.

The tenant submits that the landlord retained her security deposit in the sum of \$662.50 but since she caused no damage to the suite the tenant believes the deposit should have been returned to her. In support of this claim the tenant submits a police report and multiple excerpts from the law regarding a tenant's reasonable rights to safety and security. She also submits the current landlord's written confirmation that the point of break in was not adequately secure.

In addition to recovery of her security deposit of \$662.50 the tenant also claims \$687.50 as recovery of rent for the month which she says she did not reside in the premises because of the security threat. Further, the tenant claims recovery of the \$50.00 filing fee paid for this application.

The landlord submits that the subject of the rent and the security deposit were already decided in a hearing held 19, 2011. The landlord submits that the tenant was ordered to pay rent in lieu of not providing proper notice to end the tenancy and in partial satisfaction of that monetary award the landlord was allowed to retain the security deposit. In that Decision the Arbitrator found:

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,350.00** comprised of \$1,325.00 rent owed and \$25.00 of the \$50.00 fee paid by the landlord for this application as the landlord was only partially successful.

I order the landlord may deduct the security deposit and interest held in the amount of \$662.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$687.50**.

Analysis

The evidence shows that in a previous decision the landlord was awarded a monetary order in the amount of \$1,350.00 for rent owed. In partial satisfaction of that monetary award the landlord was also allowed to retain the tenant's security deposit. The tenant now applies to recover the rent she was ordered to pay and to recover the security deposit which has already been awarded to the landlord. As these matters have already been decided this claim is res judicata; that is that the matters have already been conclusively decided and cannot be decided again.

The tenant's claim is therefore dismissed.

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: September 17, 2012.

Residential Tenancy Branch