



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNR

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order pursuant to Section 67

I accept that the tenants were properly served with the Application for Dispute Resolution hearing package sent by registered mail sent February 8, 2013.

The tenants did not appear. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

Issue(s) to be Decided

Has the landlord met the burden of proving cause to receive a monetary order for unpaid rent and compensation for damage and/or loss?

Background and Findings

Monetary Order

Unpaid Rent, Damages, Cleaning

This tenancy began on February 1, 2004 and ended on October 4, 2012. The landlord submits that the tenants gave late notice and did not pay rent for October. The landlord is therefore seeking rent for October 2012 in the sum of \$794.00.

The landlord submits that the tenants left the rental unit with damage to the wall (\$350.00), a bedroom door had to be replaced (\$100.00), some rubbish and a hut had to be removed (\$310.00) and a final cleaning was required (\$126.00). In total the landlord claims \$1,680.00.

The landlord submitted that she no longer holds a security deposit as most of it had been awarded to her in a previous hearing held January 17, 2013 with the balance ordered to be returned to the tenants.

In that previous hearing the landlord was awarded sums for garbage removal, cleaning and repairs. In his Decision the Arbitrator determined that the landlord's losses far exceeded the amount claimed in the Application for Dispute Resolution. However, the principles of natural justice required the respondents to have notice of the claims being made against them, therefore the Arbitrator determined that he was limited to awarding the amount claimed. The landlord now seeks to recoup the sums she failed in claim for garbage removal, cleaning and repairs to the rental unit in addition to the rent for the short notice.

Analysis

The evidence shows that this tenancy ended on October 4, 2012 and the landlord filed an application in December 2012 making claims with respect to this tenancy. That application was heard on January 17, 2013 and the landlord was awarded a monetary Order and allowed to retain the security deposit.

Given that a claim with respect to this tenancy has already been heard and decided this claim is *res judicata* even though the claim for rental loss was not made previously. The legal doctrine of *res judicata* provides that when a court of competent jurisdiction has entered a final judgment on the merits of a claim, the parties to the suit are bound not only as to every matter which was offered and received to sustain or defeat the claim but as to any other admissible matter which might have been presented. A final judgment on the merits bars further claims by the same parties based on the same cause of action.

This 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: May 01, 2013

Residential Tenancy Branch

