



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of double the pet deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties had attended a hearing on June 18, 2015 and in a decision dated October 02, 2015, the Arbitrator accepted the undisputed testimony of the landlord that the tenant had not paid a pet deposit. The Arbitrator granted the tenant a monetary order in the amount of \$160.00. The tenant has this order in her possession and has not received payment from the landlord.

After the hearing on June 18, 2016, the tenant subsequently discovered that she had paid a pet deposit. She had the option of filing for a review hearing but instead on November 10, 2015, made this application for the return of double the pet deposit.

I informed the tenant at the start of the hearing that since the matter was already decided it was *res judicata* and I was not in a position to make a second decision on the same matter.

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.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to accept a total of \$650.00 in full and final settlement of all claims against the landlord. The tenant agreed that she has in her possession a monetary order in the amount of \$160.00. Therefore a monetary order for the balance of \$490.00 will be issued to the tenant.
2. The landlord agreed to pay the tenant a total of \$650.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed to the above terms of this agreement which comprise full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$490.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 02, 2016

Residential Tenancy Branch