



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, SS, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord and one of the tenants.

At the outset of the hearing the landlord clarified that she had obtained a monetary order in a previous decision for the unpaid rent for the month of June 2016 and that one of her filing fees claimed in this Application was for the filing for the previous decision.

Res judicata is the doctrine that an issue has been definitively settled by a judicial decision. The three elements of this doctrine, according to Black's Law Dictionary, 7th Edition, are: an earlier decision has been made on the issue; a final judgment on the merits has been made; and the involvement of the same parties.

As the rent for June 2016 was determined in the previous decision the matter is *res judicata* and I am unable to adjudicate that claim. I amend the landlord's Application to exclude that part of her claim.

Likewise, in regard to the filing fee for the previous claim I find that the issue must be dealt with through the previous decision. As the landlord obtained that monetary order through the Direct Request process where filing fees are not granted, I find the matter of the original filing fee was also previously determined.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to and cleaning of the rental unit and residential property; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

During the hearing the parties reached the following settlement:

1. The landlord withdraws her Application for Dispute Resolution;
2. The tenant agrees to pay the landlord a total of \$2,050.00 in installments of \$300.00 on the 16th of each month by electronic transfer beginning on February 16, 2017 until the full amount is paid;
3. The parties agree this settles all matters between the parties.

I note that the issue of the security deposit was not directly addressed in this proceeding. However, as the landlord now has two monetary orders against the tenant I order that she can apply the deposit held to either one of the monetary orders to reduce the amount of the debt owed by the tenant, pursuant to Section 72(2)(b).

Conclusion

In support of this settlement and by agreement of both parties, I grant the landlord a monetary order pursuant to Section 67 in the amount of **\$2,050.00** comprised.

If the tenants fail to comply with the any payment the landlord must serve this order on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: January 26, 2017

Residential Tenancy Branch