



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding A-Mion Construction Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and retention of the security deposit. The hearing was conducted by conference call. The landlord and the tenant called into the hearing

Issue(s) to be Decided

Is the landlord entitled to retain a portion of the security deposit as claimed?

Background and Evidence

The landlord's application was filed on January 2, 2014. He applied to keep the sum of \$392.00 from the tenant's security deposit and recover the filing fee for the application. The applicant stated that the details of the dispute were: "Bed Bugs in the suite (address of suite)".

The rental unit is an apartment in Vancouver. There was a previous dispute resolution hearing with respect to this tenancy conducted on November 12, 2013 and a decision was rendered on December 15, 2013. As set out in the earlier decision, the tenancy began on January 1, 2011 and ended on June 30, 2013. After the tenancy ended the tenant applied for the return of his security deposit and on August 19, 2013 the landlord applied to claim compensation for the cost of cleaning and repairs and to retain the security deposit. In the November 15, 2013 Decision, the arbitrator dismissed the landlord's claims for cleaning and repairs and awarded the tenant the return of his security deposit including double the amount of the deposit. The Arbitrator also noted in her November 15, 2013 decision as follows:

Toward the end of the hearing the landlord indicated that he wished to make submissions in relation to bed bugs. The landlord had submitted some evidence in relation to bed bugs, but the application was not amended to include any claim relate to bed bugs. Therefore; testimony was not taken in relation to bed bugs.

The landlord submitted as evidence for this application a copy of an invoice for a bedbug treatment. The invoice was dated September 11, 2012 and contained the notation: "+treatment on (Aug 16). The invoice contained the comment: "Treated suite 208 for bedbugs (2nd treatment)". The invoice was submitted as evidence in the previous application by the landlord, but it was not considered for the reasons stated in the earlier decision.

Analysis and conclusion

The landlord's claim for compensation for bedbugs was rejected in the November 15, 2013 decision with respect to this tenancy because the landlord did not include it as part of his original claim and because he did not amend his claim to include a claim for bedbug treatment.

In the application before me the landlord applied to claim part of the security deposit as compensation for a payment for bedbug treatment. The security deposit has already been addressed in the earlier decision; it was ordered to be repaid to the tenant. The landlord was not given leave to reapply to claim for the cost to treat bedbugs. I find that the landlord could have made his claim in the earlier application that he brought, but he failed to do so and his claim was rejected at the hearing on November 12, 2013.

The doctrine of *res judicata* provides, in brief, that where a matter is adjudicated by a court of competent jurisdiction, the claimant is required to bring his whole case in the original claim and will not be permitted to re-open the same subject of litigation against the same respondent. The landlord is attempting here to claim compensation for a matter that could have been, but was not properly included in his earlier claim. He has also claimed against the security deposit and it has already been dealt with. The landlord's application is therefore dismissed without leave to reapply.

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: April 16, 2014

Residential Tenancy Branch

