



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Steven Pak Luen Yee, Kelly Fea Lun Yee and Kevin Kar Ming Yee
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenants pursuant to the *Residential Tenancy (the Act)* for:

- authorization to recover the security deposit for this tenancy pursuant to Section 38 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

The landlord acknowledged receipt of the tenants' application and evidentiary materials. I find the landlord was served with the documents in accordance with the *Act*.

Issue to be Decided

Are the tenants entitled to a return of all or a portion of the security deposit for this tenancy?

Background and Evidence

The parties testified this tenancy was the subject of a previous hearing under the file number provided on the first page of this decision at which only the landlord attended.

In the earlier written Decision, the other arbitrator found as follows:

- The tenants, although they did not appear at the hearing, had been properly served with Notice of the Hearing and the landlord's evidentiary materials in accordance with Sections 89 and 90 of the *Act*;
- There was a security deposit of \$850.00 with respect to the tenancy;
- The landlord was entitled to an order for damages and reimbursement of the filing fee;

- The landlord was entitled to apply the security deposit to the order for damages and reimbursement of the filing fee; and
- After application of the security deposit, the landlords were entitled to a Monetary Order in the amount of \$193.95.

The tenant acknowledged receipt of the previous Decision of the arbitrator.

Analysis

The principle of *res judicata* prevents an applicant from pursuing a claim already conclusively decided.

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 judgement on the merits has been made; and the same parties are involved.

In the earlier Decision, the other arbitrator found the security deposit for this tenancy was \$850.00 and the landlord was entitled to retain the security deposit in partial satisfaction of the monetary claim.

The tenants seek an Order the landlord comply with the *Act* by returning the security deposit.

However, I find the tenants' claim in this application deals with an issue that has been conclusively determined in the previous decision.

Therefore, I dismiss the tenants' application.

Conclusion

The tenants' application is 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: June 15, 2018

Residential Tenancy Branch