



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MIDDLEGATE DEVELOPMENTS LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRT, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on April 15, 2019, (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for cost of emergency repairs; and
- an order granting recovery of the filing fee.

The Tenant as well as the Landlord's Agent, J.R., attended the hearing at the appointed date and time, and provided affirmed testimony.

### Preliminary Matters

At the start of the hearing the Tenant stated that she was seeking the return of her security deposit which had not yet been returned to her at the end of her tenancy. The Tenant stated that she did not mean to apply for a monetary order for the cost of emergency repairs. As such, the Tenant wished to amend her Application accordingly.

It was further discussed during the hearing that the parties had a previous hearing on March 28, 2019 during which the Landlord had applied for a monetary order relating to unpaid rent. In the Arbitrator's decision dated March 29, 2019 the Arbitrator made a determination with respect to the Tenant's security deposit as it was awarded to the Landlord in partial satisfaction for the Landlord's successful monetary claim. J.R. confirmed this as well during the hearing.

The Tenant expressed her displeasure with the Arbitrator's decision, however, it was explained to the Tenant that this hearing was not an opportunity to discuss the merits of a different application.

I find that the Decision, dated March 29, 2019, dealt with the security deposit, exact same parties, and dispute address as today's hearing for the Tenant's Application. As such, I find that the rights to the security deposit have already been determined and that today's matter is *res judicata*. In other words, the legal issue was resolved in a previous decision and I have no authority to alter that decision. Therefore, I denied reconsideration of this matter during this hearing.

### Conclusion

I apply *res judicata* to preserve the effect of the first Decision, dated March 29, 2019. As such, I dismiss the Tenant's Application 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: July 22, 2019

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Residential Tenancy Branch