



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

FFT, MNSD

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- return of the tenant's security deposit pursuant to section 38; and,
- authorization to recover the filing fee for this application pursuant to section 72.

The tenant attended the hearing. The tenant had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions.

The landlord did not attend the hearing. I kept the teleconference line open from the scheduled hearing time for ten minutes to allow the landlord the opportunity to call. The teleconference system indicated only the tenant and I had called into the hearing. I confirmed the correct participant code was provided to the landlord

Issue(s) to be Decided

Is the tenant entitled to a return of the security deposit pursuant to section 38?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72?

Background and Evidence

The tenancy has ended and the tenant has filed a previous application for the return of the security deposit. The hearing number for the previous file is referenced on the first page of this decision.

In the previous hearing the landlord was ordered to pay the tenant an amount equal to double the amount of the security deposit plus reimbursement for the filing fee. The landlord was given credit of \$650.00 for cheque that the landlord delivered to the tenant before the hearing. The

tenant claims that he attempted to deposit the \$650.00 check after the hearing but the financial institution would not accept the cheque.

The tenant now claims a monetary order for the amount of \$650.00 for the unnegotiable cheque.

Analysis

The principle of res judicata prevents an applicant for raising an issue that has already been decided. In this matter, the issue the tenant's request for the return of his security deposit was adjudicated a previous Residential Tenancy Branch hearing. Accordingly, the doctrine of res judicata prevents the applicant from making the same claim again herein.

In addition, in a situation such as this where the tenancy has ended and the security deposit has already been ordered to be returned, I find that the application does not disclose a dispute that may be determined under *Act*. Accordingly, I find that I do not have jurisdiction to hear this application.

For the forgoing reasons, I dismiss this application without leave to reapply.

Conclusion

I dismiss this 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 26, 2019

Residential Tenancy Branch