



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on June 3, 2022 (the "Application"). The Tenants applied for an order that the Landlord comply with the regulations, tenancy agreement or the *Act*, pursuant to the *Residential Tenancy Act* (the "*Act*").

The hearing was scheduled for 9:30am on October 6, 2022 as a teleconference hearing. Only the Tenant appeared at the hearing. No one called in for the Landlords. The conference call line remained open and was monitored for 14 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Tenant and I were the only persons who had called into this teleconference.

Preliminary Matters

At the start of the hearing, the Tenant stated that she had taken part in a previous Residential Tenancy Dispute Resolution Hearing on May 19, 2022 during which the Arbitrator made the following finding;

"...the Landlords are put on notice that they now have the Tenants' forwarding address, and they must deal with the pet damage deposit pursuant to Section 38 of the Act. The Landlords are deemed to have received the Decision 5 days after the date it was written and will have 15 days from that date to deal with the pet damage deposit. If the Landlords do not deal with the pet damage deposit within 15 days of being deemed to have received this Decision, the Tenants can then re-apply for double the pet damage deposit pursuant to Section 38 of the Act."

I find that the Tenant has once again applied for an order that the Landlord comply with the Act, rather than applying for the return of their security deposit.

I find that the Tenants' Application for an order that the Landlord comply with the *Act* has already been determined; therefore, this matter is *res judicata*, meaning that the matter has already been adjudicated upon and therefore, cannot be re-heard again.

As such, I deny reconsideration of this matter during this hearing and subsequently dismiss the Tenant's claim for an order that the Landlord comply with the Act, without leave to reapply. The Tenants are at liberty to reapply for the return of their security deposit.

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: October 06, 2022

Residential Tenancy Branch