

DECISION

Introduction

This hearing dealt with cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- a monetary order for money owed or compensation for damage or loss pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants requested:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38.
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

Preliminary Issue-Tenants’ Application

The tenants testified that they had received the return of their deposits, plus applicable interest, and were withdrawing their application. Accordingly, the tenants’ application was cancelled.

Preliminary Issue-Landlord’s Application

Both parties confirmed that a hearing was held on April 28, 2025 in response to the landlord’s application that was filed on February 12, 2025. The landlord’s claims are identical to the ones in this application.

The landlord testified that they had missed the hearing as the agent who was to attend was no longer an employee. The landlord testified that they had called the RTB, and was informed that they could file a new application.

In review of the notes for the previous file, the landlord had called the RTB on April 28, 2025, after the hearing had already ended. The landlord was provided information about how to file a Review Consideration, or file a new application for dispute resolution.

On May 2, 2025, the parties were sent a copy of the final decision issued on May 1, 2025. The Arbitrator stated the following in their decision:

“The Landlord did not attend the hearing to address these issues or to confirm service and discuss relevant documentary evidence. As a result, I find the Landlord has not proven their claim on a balance of probabilities.

For the above reasons, the Landlord's application for a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply”.

The doctrine of *res judicata* prevents a litigant from raising an issue that has already been decided in a previous proceeding. I find that the claims contained in this application are identical to the one that was previously decided on May 1, 2025. Furthermore, the landlord has not filed for, or has been granted an application for review consideration. No new hearing has been ordered to take place. The Arbitrator had clearly dismissed the entire claim, without leave to reapply. Accordingly, I find that this current application is *res judicata* meaning the matter has already been conclusively decided and cannot be decided again. The landlord's entire application is dismissed, without leave to reapply.

Conclusion

The tenants withdrew their application. No findings have been made in regard to their application.

I find that the landlord's application is *res judicata*, and cannot be decided again. Accordingly, I dismiss the landlord'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 Act.

Dated: July 8, 2025

Residential Tenancy Branch