



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

FFL MNRL FFL MNDCL MNRL

Introduction

This hearing dealt with the applicant's applications pursuant to the Residential Tenancy Act (the "Act") for:

- A monetary award for damages and loss pursuant to section 67; and
- Authorization to recover the filing fee from the respondent pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The corporate respondent was represented by its agent (the "respondent").

As both parties were present service was confirmed. The respondent confirmed receipt of both applications for dispute resolution of the applicant and materials. The applicant was initially uncertain if they received the respondent's evidence but eventually confirmed receipt of the respondent's materials. Based on the testimonies I find that both parties were served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Initially, I was scheduled to hear only one of the applications. The second application was scheduled to be heard on July 29, 2019. The parties requested that I bring the matters together so that both could be heard together. The respondent testified that they had received both applications and were prepared to proceed.

Pursuant to Residential Tenancy Branch Rule of Procedure 2.10 as I find that both application pertain to residential properties that appear to be managed as one unit, involve the same parties, pertain to similar remedies and similar evidentiary matters would be considered for each application in order to make a similar finding of fact and law, I ordered that the matters be brought together and heard at this hearing.

Issue(s) to be Decided

Is the applicant entitled to any of the relief sought?

Background and Evidence

The applicant seeks a monetary award from the respondent. The applicant submits in their applications:

maximum amount; stolen condominium property used by a group of females operating as a fraud syndicate; the property is used as a time-share accommodation, a bed & breakfast, a party place, and a motel for travellers who are criminals. The females claim they are "my mother" and frequently attempt to kill me. I need to increase rent to cover costs of damages for having been caused to be homeless by the respondents. fees for trafficking the landlord for services such as cleaning, repairs, etc...

The ... group has been trafficking me to do legal work with the lawyer to arrange committee ship via PG&T of BC in order to conduct the house properties theft via identities fraud. There was trafficking of services to support the ... group in the house property such as maintenance, repairs, cleaning, administrative, social working in the community; I was frequently attacked and assaulted by police directed by the fraudsters who never paid rent; \$100 filing fee

The applicant has submitted a large volume of documentary evidence. The contents of the evidence pertain to

The applicant has submitted a large volume of documentary evidence. The materials pertain to litigation before other tribunals and courts involving the applicant and other parties, medical records and some correspondence. Nowhere in the materials is there any evidence that a landlord-tenant relationship, or any substantive relationship ever existed between the parties.

The named respondent is a law firm. The respondent submits that the applicant has no interest in either of the subject properties and that no landlord-tenant relationship exists between the parties.

Analysis

The onus to establish a claim on a balance of probabilities lies with the party bringing the claim in accordance with Rule of Procedure 6.6.

I find that at no point in the materials and submissions of the applicant have they established that there is a landlord-tenant relationship or any contractual relationship between the parties. I find that the applications are entirely baseless and without merit. For this reason the applications are dismissed in its entirety without leave to reapply.

Conclusion

The applications are 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: July 26, 2019

Residential Tenancy Branch