



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDCT MNSD RPP

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;
- A return of the security deposit pursuant to section 38; and
- A return of personal property pursuant to section 65.

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 RG (the "respondent").

As both parties were present service was confirmed. The parties each confirmed receipt of the other's materials. While the applicant initially expressed confusion about the materials provided by the respondent they eventually confirmed they were in receipt of the materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the Act.

Preliminary Issue – Jurisdiction

The applicant has brought multiple other applications naming the respondent as either Landlord or Tenant in regards to several other addresses. The applicant claims that there is a landlord-tenant relationship with the respondent and submits in part:

the landlord sexually assaulted me and caused me sexual assault injuries resulting in the birth of a child. The landlord claimed he was my father and husband of [individual] who is named as my birth mother. The landlord [individual2] stole my baby and replaced it with a child fraud syndicate and forced me to do child care 24 hours per day including pay for daycare and

work another full time job. I am asking for room & board for [individuals] who were like "bed bugs" in my apartment

The respondent disputes that there is any landlord-relationship between the parties and submit they have no interest in the subject property.

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.

At no point in the lengthy submissions of the applicant have they established that there is any contractual or landlord-tenant relationship between the parties. While it is evident that the applicant believes themselves wronged, I find that their application discloses no reasonable claim or meritorious matter. For this reason I dismiss the application in its entirety.

While neither the *Act* nor the Residential Tenancy Branch Rules of Procedure provide the ability to strike or refuse an application for dispute resolution, I find that the repetitive meritless applications brought by the applicant to be frivolous and improper use of the dispute resolution process. I find that the multiple applications have been a considerable drain on the limited resources of the Branch and the named respondent and any further applications give rise to a basis for penalties or monetary award in the respondent's favour.

Conclusion

The application is dismissed in its entirety 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: October 24, 2019