



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding YANG MING INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes AAT, DRI, LAT, LRE, MNDCT, MNRT, PSF, RR

Introduction and preliminary matters

On November 22, 2019, the Tenant applied for a Dispute Resolution proceeding seeking an Order to allow access pursuant to Section 30 of the *Residential Tenancy Act* (the “Act”), seeking to dispute a rent increase pursuant to Section 41 of the *Act*, seeking authorization to have the locks changed pursuant to Section 31 of the *Act*, seeking to set conditions on the Landlord’s right to enter pursuant to Section 70 of the *Act*, seeking monetary compensation pursuant to Section 67 of the *Act*, seeking monetary compensation for the cost of emergency repairs pursuant to Section 33 of the *Act*, seeking services or facilities to be provided pursuant to Section 62 of the *Act*, and seeking a rent reduction pursuant to Section 65 of the *Act*.

The Tenant attended the hearing. G.M. and R.S. attended the hearing as agents for the Landlord. All in attendance provided a solemn affirmation.

At the start of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, to please make a note of it and when it was their turn, they would have an opportunity to address these concerns. All parties acknowledged these terms.

The Tenant advised that she served three Notice of Hearing packages to an employee of the Landlord by hand on or around December 23, 2019 and G.M. confirmed that the Landlord received these documents. Based on this testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served the Notice of Hearing package.

The Tenant confirmed that she did not submit any evidence for consideration on this file as she “did not feel a need to.” She then proceeded to provide incoherent, non-sensical comments about an “investigation” and that people would attempt to potentially call in at

a later date to provide more information with respect to the issues that she was claiming for. The Tenant was advised that it is not within the purview of my jurisdiction to conduct an investigation and contact unnamed parties in an attempt to solicit information or obtain evidence from them. She was advised that she was required to submit any relevant information or evidence, that she wished to rely on, prior to the hearing. The Tenant became combative and questioned why she would have had to provide evidence or what evidence she would have submitted. Again, she was advised that the burden is on the Applicant to submit evidence to support their claims.

G.M. confirmed that the Landlord did not submit any evidence for consideration on this file as it was not clear from the Tenant's Application what was being sought. The first concern that G.M. brought up with the Tenant's Application was that she indicated on her Application that her claims were being made under the *Manufactured Home Park Tenancy Act*. He advised that there are no Manufactured Home Parks in the area of the rental unit and as a result, the Tenant was making this Application under the wrong legislation. In addition, the Tenant indicated on her Application, under the Applicant field, that she was the landlord and that the Respondents were the owners of the rental unit. In essence, she listed herself as the landlord, making this claim against the owners of the property. He advised that two of the Respondents listed by the Tenant were the owners of the dispute property and that the Tenant is not an owner of the rental unit. The Tenant would occasionally interject while G.M. was providing testimony and she was cautioned that as explained to the parties at the outset of the hearing, such behaviour was unacceptable.

The Tenant was asked for her position on the concerns that G.M. raised and she was adamant that she did not make the Application under the wrong *Act*. She began to make incoherent, non-sensical statements that every property was a manufactured home park, that she had some sort of entitlement to the land and that she had an "affiliation with the building", that there was "management distortion", that her husband had previously owned the rental unit and that she was now the owner with her being on title of the property. She made statements about the mayor of the city "moving the property" to her and then made random references to a former premier of the province. Also, contradictory to the Tenant's claims that her issues fell under the jurisdiction of the *Manufactured Home Park Tenancy Act*, she was adamant that the rental unit was operated under the business of a hotel.

When weighing the testimony of the parties, I find it important to note that the Tenant has provided insufficient evidence that the property is a manufactured home park or that she is an owner of the dispute address. Furthermore, the consistent evidence is that the dispute address is a unit within a building. While the Tenant was adamant that she made this Application under the appropriate *Act*, I am satisfied that the Tenant is confused and mistakenly made this Application under the wrong legislation. As G.M. conceded to the rental of this unit being a residential tenancy, and as the Tenant acknowledged to paying monthly rent and a security deposit, I found that the hearing would proceed as an Application under the *Residential Tenancy Act*. In addition, while

much of what the Tenant testified to did not make sense, as it was determined from the limited coherent information that this was a tenancy under the *Residential Tenancy Act*, the Tenant's Application was amended to reflect the proper names of the Applicant and Respondents.

During the hearing, as per Rule 2.3 of the Rules of Procedure, the Tenant was made aware that claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. The Tenant was advised that the most pressing issues would be addressed and everything else that was unrelated would be severed. However, any other issues not considered would be dismissed with leave to reapply. The Tenant made her dissatisfaction known that not every one of her claims would be addressed.

G.M. advised that the details of dispute in the Tenant's Application outlining her claims were confusing and not clear. Moreover, she did not serve any evidence to the Landlord to help explain the nature of these claims on the Application. As such, the Landlord could not fully understand the claims and could not adequately formulate a response. The Tenant continued to interject, and she was reminded how to conduct herself as per the discussion at the outset of the hearing and as per her earlier caution. She was also advised that further inappropriate behaviour would lead to her being muted from participating in the conference call.

For reference, the Tenant's claims are listed below, as copied directly from her Application.

- Yes there is clearly some if not mass confusion about guests and visitations all tenants have this right at this hotel I live in to have 9am/10 pm visitation hours freely as long as no problems police and ambulance aren't called for domestic purposes the tenant may and after 11:00 pm they have a guest and entry fee upon arrival due to after visiting hours on contract and must be implemented by on duty desk clerk we technically don't have Landlord in my possession and do not qualify or call my re
- There is no reason for an original owner of seniority with some difficulties as well should and have to pay rent nor or extra charges not having any type of essential control over the Landlords scam identity fraud landing once again in a pool of lies indecencies and quite illegal honestly spoken for I need have the rent I pay to secure and owned hope not neglected and taken advance of financially nor regardless this all should come with a contract and should be free
- Immediately written consent up for signature of compliance agreed not to enter nor held or hold additional nor master key offiicially immediate
- Police reports of fraud consequential breach and artificial artifacts impersonation Etc scams group wise no residential diploma or license from Canada operation of illegal soliciting cash coin Alcohol sales profit taking without permission mischief caused around my name for beneficial purposes exposing rent and owners Cheques and ongoing mail

- These abductors of my property don't seem to understand that they not only learn but obide by the tenancy agreement acts that are set in mind and place for majority of not all tenants as long and and far as that goes they make up their own rules and laws that do not frame around the tenancy laws or contracts sssessed by the government or my affiliated personelles whom say that these emphases as I complain have been made but not practiced via supposed Other Landlor/owners whom I'd like not to be
- There was no debris a conditional or Additional room provided right after the incident with three unmanageable and targeted back to back arsond without cost I had no accommodation for 2 and 1/2 months and now I'm still paying full no interior change via exhaustion no rent decrease and have resulted in paying for an Additional room so I am more comfortable this is again illegal and very inconsiderate I shouldn't and do not recall this being the correct method it seems like what it sounds like they as
- This Building Called named and originally stated by I Ms Shannon Merchant Charity Maghrebian The Astoria Hotel 5 stories and 7 deck Nicely executed motel/ renovated hotel accommodations does not have anybody other then whom I use to have the name Sahota prior to my husbands passing Suki Sandra Sharon Sahota and Paul Sahota also named Bennett at the time of 1975 was a designated lounge and resort for my and what was his family to enjoy after my late husband passed there was an American turn over
- Living crowded no available storage Assurance for late Aug 20/2019 immediate Arsons tragically have and cost me a lot the Lanlords whom also lie and say their names are Sahota goody Larry and Paul say they own my private properties this is wrong and results in ongoing products of mischief and Continous landlord dispute

The Tenant was provided with an opportunity to explain the nature of her claims to help the Landlord understand what is being alleged or requested. However, like her earlier submissions, and similar to the written details of dispute, the explanation was unclear, disjointed, and did not appear to be relevant to the issues requested. G.M. was asked if he understood the nature of these claims and it was still not clear exactly what the Tenant was requesting. The Tenant continued to interject with inappropriate comments and at 10:02 AM, the Tenant was reminded that such behaviour was not acceptable. As per my earlier warning, she was advised that she would be muted from participating in the conference call and that when it was her turn to provide testimony, she would be re-introduced back into the hearing. After muting the Tenant, I turned my attention back to G.M. to clarify his position on understanding the nature of the Tenant's claims. At 10:04 AM, the Tenant appeared to have exited the conference call and did not call back into the hearing prior to its conclusion at 10:09 AM.

I find it important to note that Section 59(2) of the *Act* requires the party making the Application to detail the full particulars of the dispute. Based on the unclear written details of dispute, the bizarre and irrelevant testimony of the Tenant, and the insufficient evidence provided, I do not find that the Tenant has made it abundantly clear to any party that she is certain of the exact breaches of the *Act* that she is alleging. Furthermore, as she was not adequately able to explain the nature of her claims, and as

she exited the conference call and did not return prior to its conclusion, no relevant testimony was provided by the Tenant to substantiate these claims. As such, I dismiss the Tenant's Application in its entirety, without leave to reapply.

Conclusion

Based on my findings above, I dismiss the Tenant'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 *Residential Tenancy Act*.

Dated: February 5, 2020

Residential Tenancy Branch