



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matte1110046 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction and Preliminary Matters

On March 21, 2022, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”).

The Tenant attended the hearing, with C.S. attending as an advocate for the Tenant. W.M. attended the hearing as an agent for the Landlord. At the outset 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, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, all parties in attendance, with the exception of W.M., provided a solemn affirmation.

All parties agreed that vacant possession of the rental unit was returned to the Landlord on May 5, 2022, by way of enforcement of a Writ of Possession by a bailiff. The Landlord had already been awarded an Order of Possession and a Monetary Order on a Decision dated March 11, 2022 (the relevant file number is noted on the first page of this Decision).

While the Tenant’s current Application was to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities that was allegedly served in March 2022, there is no evidence of any such Notice being served. It appears as if this Application was made in

relation to the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities that was served in January 2022. As the tenancy has been ended by way of the March 11, 2022 Decision, with respect to this January 2022 Notice, this matter has already been addressed. As such, I cannot change this previous Decision, as this matter would be considered *res judicata*.

The Tenant was advised of this, and despite this, he was then provided with an opportunity to make submissions about his concerns regarding his tenancy. The Tenant then made submissions that were not relevant to this Application, and it was evident that he was simply dissatisfied with the March 11, 2022 Decision. He was seeking to have this Decision reversed. As well, he was seeking compensation for a host of other issues that he believed he was entitled to.

The Tenant was reminded multiple times that a previous Decision could not be reversed in this hearing. As well, he was informed that this hearing pertained to his request to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, that a Decision had already been made on the relevant Notice, and that any other claims for compensation would have to be applied for in a separate Application.

It should be noted that the parties were reminded that as the hearing was a teleconference, to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. While the Tenant was given ample opportunity to make submissions with respect to any relevant issues related to this type of Application, he continued to attempt to have non-relevant issues addressed, despite being informed multiple times that this was not the avenue for him to seek remedy to his issues. Furthermore, despite being reminded about appropriate conduct during the hearing, the Tenant continued to interject and act inappropriately. This behaviour resulted in him being muted from participating, until it was his turn, so that the hearing could continue.

I note this because the Tenant appeared more interested in wanting to engage in an argument over his disagreement with a previous Decision, as well as his belief that he was entitled to compensation. As noted earlier, he was informed that this was not the appropriate venue to have these concerns addressed. Moreover, this is noted because it appears as if the Tenant behaved in a similar manner in a previous hearing, as it was documented as such in the March 11, 2022 Decision. Clearly, this behaviour is not isolated, and it demonstrates a clear, inappropriate pattern of behavior that the Tenant prefers to engage in.

Given that the tenancy had ended due to a previous Decision, and given that I am unable to change this Decision, I had sufficient information to write my own Decision and end the hearing. The parties were informed of this multiple times, and I ended the conference call despite the Tenant attempting to continue to demand that his requests be addressed.

### Conclusion

As the tenancy has already been ended by way of a previous Decision, I dismiss this 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: May 16, 2022

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Residential Tenancy Branch