



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding NEW CHELSEA SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, ERP, RP, PSF, LRE, LAT, OLC

Introduction and Preliminary Matters

On January 3, 2018, the Tenant made an Application for Dispute Resolution seeking authorization to change the locks pursuant to Section 31 of the *Residential Tenancy Act* (the “*Act*”), seeking a repair Order pursuant to Section 32 of the *Act*, seeking a provision of services or facilities pursuant to Section 62 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, seeking an emergency repair Order pursuant to Section 62 of the *Act*, seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, and seeking to restrict the Landlord’s right to enter pursuant to Section 70 of the *Act*.

These matters were considered before a different Arbitrator and a Decision was rendered on April 4, 2018. The Tenant was subsequently granted a Review Hearing, and this was set down to be heard on September 29, 2022, at 11:00 AM.

This hearing was then reconvened hearing as per my Interim Decision dated October 1, 2022. The reconvened hearing was set down for February 13, 2023, at 9:30 AM and was adjourned to a hearing involving **written submissions only** as per my Interim Decision dated February 21, 2023.

As outlined in that Interim Decision, it was possible that the Tenant’s monetary claims had already been decided upon in their entirety by another court of competent jurisdiction. Consequently, the parties were informed that this was the only matter that I would consider by way of written submissions. As well, if it was determined that I was not satisfied that another court of competent jurisdiction had rendered a decision on all of the Tenant’s monetary claims in this Application, a participatory hearing would be scheduled to address those remaining claims. As such, I Ordered that the parties

organize and submit their relevant evidence surrounding **jurisdiction only**, and that these submissions must comply in a very specific manner.

On March 17, 2023, the Landlord uploaded a package that complied with this Interim Decision regarding the submission of documents pertaining to jurisdiction. On June 5, 2023, the Tenant uploaded a package which did not comply with this Interim Decision regarding the submission of documents pertaining to jurisdiction. The Tenant's documents simply appeared to be a re-formatting and a re-submission of her evidence pertaining to her previous claims for monetary compensation.

When reviewing the totality of the submissions before me, I am satisfied that the Tenant's claims for monetary compensation in this Application have already been addressed in full by the BC Human Rights Tribunal, and that a decision had already been rendered in the Tenant's favour. It is entirely evident that the Tenant's written submissions are simply an attempt to re-argue matters that have already been addressed, and this has been another example of her ongoing, repeated attempts to have them re-heard.

As this monetary award was already granted to the Tenant, and as all of the Tenant's claims in her Residential Tenancy Branch Application were considered by this BC Human Rights Tribunal decision, these claims cannot be considered or awarded to the Tenant again due to the legal principle of *res judicata*.

The Tenant is cautioned that the Compliance and Enforcement Unit of the Residential Tenancy Branch is responsible for administrative penalties that may be levied under the *Act*. This unit has the sole authority to determine whether to proceed with a further investigation into repeated matters of contraventions of the *Act*, and the sole authority to determine whether administrative penalties are warranted in certain circumstances. This unit also has the authority to prohibit parties from continuing to make frivolous and vexatious Applications through the Residential Tenancy Branch. The Tenant is warned that she could be subject to investigation and penalty should there continue to be future and repeated instances of continuing to conduct herself in the same, repeated, and unsubstantiated manner.

Conclusion

I dismiss the Tenant's Application for Dispute Resolution 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 17, 2023

Residential Tenancy Branch