



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes RP

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain an Order to have the Landlord make repairs to the unit, site or property.

Issue(s) to be Decided

1. Has the Tenant met the burden of proof to have the Landlord ordered to make repairs to the unit, site or property?

Background and Evidence

At the outset of the hearing the Landlord's Agent appeared and advised that the Tenant vacated the property as of yesterday, February 28, 2011 by 4:00 p.m.

Three minutes into the hearing the Tenant signed into the hearing. When I began to introduce myself the Tenant interrupted and demanded to know who was on the conference call. I explained to the Tenant that I would introduce everyone and requested that she not interrupt me when I was speaking. Before I could continue with the hearing process she interrupted again and began to describe a situation with water leaking in her bathroom.

After a moment I interrupted the Tenant and attempted to review the details of her application at which point she became argumentative and stated that she did not apply to seek to have repairs to the unit site or property. I was able to confirm with her that she moved out of the rental unit yesterday, February 28, 2011. She stated the Landlord had given her a notice and she moved out. When I asked which repairs she was seeking to have completed at the unit she became upset with me and advised her application was about the Landlord blaming her for the water damage. She advised the bathroom taps were replaced and the water stopped leaking. I attempted to confirm the repairs were completed. She only stated the water had stopped leaking.

I confirmed again that she had moved out of the unit so her application was now moot. The Tenant then requested the return of her security deposit and spoke about not getting codes from the Landlord. I stated that today's hearing was not about the return of her security deposit at which point she became very upset with me.

I asked the Tenant for her new address so I could send her a copy of my decision. She said she gave our office her new address. I explained that I did not have it and requested that she provide me with it. She said her address very quickly and I could not understand the name of the "court" so I requested that she spell it. After a few derogatory comments she began to spell the name of the court. When I requested clarification of the street name she became very upset and demanded to hear the Agent speak. I told the Tenant that we would not be proceeding to hear the Agent speak until I had confirmed her address.

At that point she yelled she was going to go into the Tenancy Branch Office and hung up at 11:11 a.m.

The hearing continued where the Landlord requested an Order of Possession so he could deal with the Tenant's abandoned possessions that remained in the storage locker and unit. I provided the Landlord with the telephone number 1-800-665-8779 and advised him to call to speak to an Information Officer if he had questions about the security deposit or damage to the unit.

Analysis

The Tenant did not conduct herself in an appropriate manner during the hearing as she was argumentative and disruptive from the onset. The *Residential Tenancy Branch Rules of Procedure* stipulates how the dispute resolution hearing must be conducted while Rule # 8 provides that the Dispute Resolution Officer may give directions to a party, to a party's agent or representative, a witness, or any other person in attendance at a dispute resolution proceeding who presents rude, antagonistic or inappropriate behaviour. A person who does not comply with the Dispute Resolution Officer's direction may be excluded from the dispute resolution proceeding and the Dispute Resolution Officer may proceed with the dispute resolution proceeding in the absence of the excluded party. In this instance the Tenant disconnected from the hearing on her own at 11:11 a.m.

The evidence supports the water leak was repaired and the Tenant vacated the property on February 28, 2011 on or before 4:00 p.m. in accordance with a Notice to End Tenancy. There is insufficient evidence to support the Tenant's claim for an Order

to have repairs made to the unit, site or property; therefore the application is dismissed without leave to reapply.

Furthermore, in accordance with section 44 of the Act, I find the tenancy ended and the Landlord has regained possession of the unit as of February 28, 2011.

I was not able to clarify the Tenant's new address, therefore this decision will be sent to the address she listed on her application for dispute resolution.

Conclusion

The Tenant's application is HEREBY 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: March 01, 2011.

Residential Tenancy Branch