



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

This hearing dealt with an application by the landlord seeking a monetary order and an order to retain the security deposit in satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence. The hearing was unable to be conducted due to technical difficulties. I was able to hear the tenants but had extreme difficulty hearing the landlord. The tenants graciously acted as the “go between” for me as they were advising the landlord of what I was saying and vice versa. All parties “hung up” and tried to dial back in to see if this would resolve the issue, it did not. The tenant’s advised that the landlord had a recording device on his end and that it was “very windy” where he was and had a “weak signal”. The tenant’s felt that those two factors were the cause of the poor connection between the landlord and I.

For the sake of clarity I’ve included this portion to the decision to assist the landlord in future hearings of what is allowable in a hearing. Due to the technical problems we were experiencing I was unable to advise the landlord of the following; Section 9.1 of the Residential Tenancy Regulation state: Private audio, video or digital recording of the dispute resolution proceeding is not permitted. As I was unable to address the landlord directly on this matter I am unable to ascertain whether the landlord was unaware of the Regulations or not.

Both parties were anxious to conclude the matter today. Initially I considered adjourning the matter however with the inability to address the landlord directly and get his position on this I felt it would be inappropriate for me to continue to use the tenants as the “go between” and that a new hearing would be the most prudent thing to do under these circumstances. I explained to the tenants that another hearing would have to be conducted as I was unable to hear the landlord and the tenant’s were agreeable to this course of action.

Through the tenant I was advised that the parties may attempt to have discussions about the matter for an alternative solution.

Through the tenant the landlord requested that he not have to pay the \$50.00 filing fee required to re-file. As it is was a technical problem that originated from the landlord I decline to make an order to have the fee waived and the landlord will be responsible for paying the appropriate amount if he chooses to file for dispute resolution.

I dismiss the landlord's application with leave to reapply. Leave to reapply is not an extension of allowable timelines.

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 22, 2012.

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Residential Tenancy Branch