



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for compensation under the Act and the tenancy agreement, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared at the hearing.

### Preliminary Issue

The Landlords filed their Application on September 12, 2012. On November 15, 2012, the Landlords amended their Application at the Branch. The Landlords served the Tenant with their amended Application on November 19, 2012, some 10 days before this hearing.

At the outset of this hearing the Tenant asked if his evidence had been received by myself, as he had just submitted the evidence on the morning of the hearing. The Tenant explained he had not served the Landlords with this evidence. The Tenant requested an “extension” in order to serve the Landlords with his evidence. I clarified with the Tenant that he was requesting an adjournment in order to serve the Landlords with his evidence.

I asked the Landlords for their position on the request for an adjournment.

The male Landlord refused to agree to an adjournment. He submitted that he had to take time off work to attend this hearing and he did not want any further delays.

Pursuant to the rules of procedure, section 6.4, I considered the submissions of both parties, and considered that the adjournment would contribute to the resolution of the matter in accordance with the objectives of rule 1, and that the adjournment would allow both parties an opportunity to be fairly heard, and that the Landlords had amended their claim to significantly increase the monetary amount claimed (from \$950.00 to \$7,077.00), and the possible prejudice to each party, I explained to the parties that I would grant an adjournment.

The male Landlord became angry that I was allowing an adjournment.

When I asked the male Landlord how an adjournment would prejudice his claims the male Landlord began making inappropriate comments. Initially I thought the male Landlord had said that the hearing process was foolish and when I told him that was inappropriate and disrespectful of the process, he clarified that he had not said the process was foolish, but rather I, the Arbitrator was foolish.

When I cautioned the male Landlord that making this type of inappropriate comment might lead to a dismissal of his claims, he became very hostile and told me to, "fuck off".

The male Landlord then said he would deal with the Tenant in another way and in his own way, and disconnected from the hearing.

The Tenant then asked how he could get his security deposit back from the Landlords and I explained to the Tenant that in these circumstances he was best to make his own Application to recover the deposit.

### Conclusion

I am dismissing the Landlords' claims with leave to reapply.

The Landlords are cautioned that a repeat of such inappropriate behaviour may lead to an outright dismissal of their claims, regardless of any merits the claim might have.

In particular, the male Landlord is cautioned that if he is unable to control his anger in a legal proceeding he might consider not attending and have the other Landlord present their case, or the Landlords may use a representative.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 29, 2012.

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Residential Tenancy Branch