



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

FINAL DECISION

Dispute Codes MNDC, ERP, OLC, RP, PSF, DRI, AS, FF

Introduction

This matter dealt with the Tenant's Application for Dispute Resolution, seeking to dispute an additional rent increase, for an order for money owed or compensation under the Act or tenancy agreement, for orders to compel the Landlord to comply with the Act, to make emergency repairs to the rental unit, to make other repairs to the rental unit, to provide services or facilities required by law, and to return the Tenant's personal property. The Tenant also sought orders to allow the Tenant to assign or sublet because the Landlord's permission had been unreasonably withheld, to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, and to recover the filing fee for the Application.

Both parties appeared at both hearings. The hearing process was explained at the outset of the proceedings and the participants were asked if they had any questions. Both parties were affirmed at the outset of proceedings and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Preliminary and Final Matters

At the outset of the hearing on April 9, 2013, it was determined that neither party had provided their evidence on time to the branch or to each other. As a result of this, the hearing was adjourned to May 9, 2013. An Interim Decision was issued, which should be read in conjunction with this Final Decision.

Subsequently, the adjourned hearing scheduled for May 9, 2013, had to be adjourned although through no fault of the parties, as the Arbitrator was unavailable.

The parties were cautioned during the course of the first hearing, and the Interim Decision advised them in writing, to carefully read the Notices being exchanged and to carefully read the information provided to them by the branch about the hearing process and their rights and obligations under the Act.

In the time between these hearings before me, the Tenant made an Application under a different file number (reproduced on the cover of this Final Decision), before a different Arbitrator to cancel a one month Notice to End Tenancy issued to him by the Landlord.

The Tenant was unsuccessful in that separate Application, as the Tenant had failed to provide a copy of the Notice he wished to have cancelled in evidence. The Tenant's Application to cancel the Notice to End Tenancy was dismissed, and as a result the Tenant was required under the Notice and the Act to vacate the rental unit. The Tenant testified today that he refuses to vacate the rental unit and he continues to assert the Landlord should have supplied the Notice to End Tenancy in evidence at the hearing.

I have no jurisdiction to change the outcome of the hearing which the Tenant lost. I explained to the Tenant that as a result of losing the hearing to cancel the Notice to End Tenancy, the tenancy between him and the Landlord ended on the effective date of the Notice, which was April 30, 2013. I explained to the Tenant he was required to vacate the rental unit under that Notice as it had not been cancelled in the hearing.

I also note that the Tenant called into the conference call on a telephone which was not functioning properly. The Tenant's voice would cut out every second word or the phone would "crackle" and his words became indecipherable. I repeatedly asked the Tenant if he could use a land line telephone, as it seemed he was on a cell phone; however, he claimed he was already on a land line. I also provided the Tenant with an opportunity to call in using a different phone, but he neglected to do so.

I explained to the Tenant that because the tenancy had ended under the law, I was dismissing many of his claims as these would only be relevant if the tenancy was ongoing. As a result of the tenancy having ended, I dismissed the claims of the Tenant for orders to compel the Landlord to comply with the Act, to make emergency repairs to the rental unit, to make other repairs to the rental unit, to provide services or facilities required by law, or to allow the Tenant to assign or sublet because the Landlord's permission had been unreasonably withheld, or to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided. These are dismissed without leave to reapply.

The Tenant became very argumentative and at times used inappropriate language during the hearing. As he was arguing his phone would often cut out, and it appeared the Tenant was unable to hear me many times during the hearing.

Toward the end of the hearing the Tenant alleged that “something fishy” was going on with the Arbitrator, as I was dismissing his claims and the May 9, 2013, hearing had been adjourned at my request. I explained to the Tenant that the May 9, 2013 hearing had to be adjourned as I had to travel to attend the funeral services for one of my parents.

Lastly, I explained to the Tenant that it was not possible to conduct a hearing with his phone repeatedly breaking up or cutting out. I explained to the Tenant that I was dismissing his Application, although I am granting leave to reapply for monetary compensation owed for damage or losses under the Act, or for other issues which were not claimed in this Application, such as the security deposit.

Lastly, the Tenant is cautioned that should he be involved in further hearings, he is responsible to make sure his phone is operating correctly.

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 Act.

Dated: May 30, 2013

Residential Tenancy Branch

