



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, ERP, CNR, MNDC, MNR, LAT, LRE, FF

*Preliminary issue*-Landlord's agent, KW, submitted that the tenant had incorrectly listed the corporate name of the landlord in her application as well as incorrectly listing the landlord's agent SG as a landlord. As a result I have amended the style of the cause by listing the name of the landlord as given by KW and removing SG's name as a landlord.

### Introduction and Preliminary Matters-

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), an order requiring the landlord to make repairs and emergency repairs to the rental unit, a monetary order for money owed or compensation for damage or loss, a monetary order for the cost of emergency repairs, an order authorizing the tenant to change the locks to the rental unit, an order suspending or setting conditions on the landlord's right to enter the rental unit, and for recovery of the filing fee.

At the beginning of the hearing, the only attendants were the landlord's agents. The hearing did not proceed as I informed the landlord's agents that I would wait for 10 minutes for the applicant/tenant to dial into the telephone conference call hearing to present her claim. At the 10 minute mark the tenant had not dialled in; however, the landlord's agents at that time asked about procedural matters, not related to the hearing or the tenant's application and, as a result, the hearing remained open. During the 10 minute wait, the landlord submitted that the tenant had paid the monthly rent which was the subject of the Notice, and that they had issued the tenant an apology as the payment was received on the same day as the Notice was issued.

At the 15 minute mark, the tenant entered the telephone conference call hearing and I informed her that I had already made a Decision on her application, that being a dismissal due to her non-attendance in a timely manner. The tenant then submitted that

she had dialled into the hearing on time and had been on hold for 15 minutes, before hanging up and re-dialing, this time with success.

I did allow the tenant to speak about her application and the hearing began in a fashion, meaning the tenant attempted immediately to gain full control of the hearing in order to discourse on about her ills with the landlord. I was never given the opportunity by the tenant to fully explain the matter of procedure and conduct of the hearing, before she began speaking in a rambling fashion.

It appeared that rather than participate in an orderly dispute resolution hearing, the tenant looked upon the hearing as a platform to speechify at length about her alleged ills and transgressions with the landlord. The tenant refused to stop her commentary long enough to be instructed as to the conduct of the hearing, and when asked about her claim, the tenant again engaged in a lengthy dialogue about issues with the landlord.

I must note that the tenant exhibited inappropriate behaviour throughout the hearing, interrupted constantly, and seldom allowed me or the landlords to speak before again speaking of her ills with the landlord.

At one point, the tenant spoke of a recording she had of a conversation between her and the landlord's agent's KW. When I asked the tenant if she was recording the hearing, she confirmed that she was recording the hearing. I instructed her to turn off the recorder; however, it was not clear that she ever did turn off her recording device.

I must note that the landlord's agent KW denied the allegations of the tenant concerning the content of the conversation and said that the tenant had been mentioning this recording for at least a year, without producing it.

I must further note that many times during the hearing, the tenant informed the participants that she had contacted a national media company, that the national media company would be investigating the tenant's situation with the landlord and that the situation would be on the news, and that her MLA was involved with this matter as well.

When I asked the tenant if she would be interested in a settlement of her application, as the landlords expressed a desire to do so, the tenant once again became hostile and began speaking of her past and present ills with the landlord.

At one point, the tenant submitted that she could shorten the hearing by dealing with just a few issues important to her. The tenant first spoke of a flood from a burst pipe in

the kitchen, but then kept speaking of additional issues. I further attempted to obtain from the tenant a full list of the issues she wanted dealt with, but I was not successful.

Late into the hearing, the tenant then questioned my national origin, as this was going to the national media company and her MLA. The tenant then spoke about the dispute resolution hearing being a “kangaroo court,” and that she would not submit to a “kangaroo court” as her MLA would be involved.

The tenant then abruptly and without notice exited the telephone conference call hearing and did not return.

#### Analysis and Conclusion

As the tenant exited the telephone conference call hearing prior to the landlord’s agents being able to provide any response to the tenant’s oral submissions and prior to the conclusion of the hearing, I dismiss the tenant’s application, without leave to reapply, pursuant to 10.1 of the Rules of Procedure.

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 15, 2014

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Residential Tenancy Branch

