



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Remax Management Solutions  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR; MNR; MND; MNDC; MNSD; FF

### **Introduction**

This is the Landlord's Application for Dispute Resolution made November 27, 2015, seeking an Order of Possession and monetary award for unpaid rent; a monetary award for damages to the rental unit; compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security and/or pet damage deposit towards its monetary award; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

The Landlord's agent KC testified that the Tenants moved out of the rental unit on or about November 12, 2015. The Landlord has taken back possession of the rental unit and therefore the Landlord's application for an Order of Possession is dismissed.

KC testified that the Tenants moved out of the rental unit without providing a forwarding address. He stated that he was advised by an information officer that he could send the Notice of Hearing documents to the Tenants by regular mail. KC testified that he originally sent documents to the Tenants on November 30, 2015, by registered mail to the rental unit hoping it would be forwarded, but the registered mail came back. KC stated that the envelope had been opened.

The Tenants stated that they received the Landlord's documents in the last week of December, 2015.

The Tenants requested an adjournment in order to arrange for witnesses to call in from Ontario. They stated that they were not ready to proceed without the witnesses. Before considering the Tenants' application for an adjournment, I asked the Landlord's agent if he would consent to an adjournment. The Landlord's agent stated that he would not agree to an adjournment. In order to apply Rule 7.9 of the Rules of Procedure, I asked the Landlord's agent for his submissions with respect to possible prejudice to the Landlord if the matter was adjourned.

The Landlord's agent became belligerent, stating, "What's the point? We are never dealt with fairly by the Residential Tenancy Office. This is a corrupt system. These Tenants are criminals and liars."

I cautioned the Landlord's agent about his rude behaviour and advised him of the provisions of Rule 6.10 of the Rules of Procedure, which provides:

Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.

The Landlord's Application was dismissed with leave to reapply. In the future, the Landlord's agent is advised to comply with Sections 88 and 89 of the Act with respect to service of documents.

### **Conclusion**

The Landlord's application is **dismissed with 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: February 10, 2016

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Residential Tenancy Branch

