



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MARKETTA'S BED AND BREAKFAST  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPT, O

### Introduction

This hearing was originally scheduled to deal with a tenant's application for an Order of Possession for the rental unit. The applicant subsequently filed an Amendment to indicate he was making a related claim that included compensation for hotel bills and loss of wages. Both parties appeared or were represented at the hearing.

Shortly after the hearing commenced, the applicant began interrupting the respondent as she was speaking. I proceeded to give both parties very clear and specific instructions as to acceptable conduct during a hearing and examples of unacceptable conduct including interrupting the proceeding or the other party and making inflammatory statements. I also informed the parties that if they did not follow my instructions I may exclude them from the proceeding or end the proceeding. I also informed the parties that they would be heard so long as their submissions were relevant and it was their turn to speak. Both parties indicated they understood my instructions and the consequences of unacceptable conduct.

The applicant testified that he served his hearing documents upon the respondent by giving them to the witness whom he considered to be managing the property on November 4, 2016. The respondent confirmed that the witness was managing the property on November 4, 2016 and that the witness gave her the hearing documents when she returned to town on November 5, 2016. I was satisfied that the respondent was sufficiently served and I proceeded to consider the application before me, including the amendment.

The applicant confirmed that he has found someplace else to live and he no longer seeks an Order of Possession for the rental unit. Rather, he seeks a Monetary Order for hotel bills and loss of wages and requested that I increase the claim to include increased rent for all months up to April 2017. I declined to increase the claim as to do so without advance notice to the respondent would be procedurally unfair and contrary to the principles of natural justice.

As for the applicant's claims indicated on the Amendment, the respondent stated she did not know the amount being claimed against her. I noted that the applicant did not indicate the total amount he was seeking or provide sufficiently full particulars so that one could determine the total claim. For example: the applicant orally stated that he was seeking loss of wages of \$200.00 per day for three days but did not indicate how many days he lost income on the

amendment. Nor, did the supporting documentation indicate the number of days he was impacted. I was of the view that the applicant had not sufficiently laid out a monetary claim and I indicated to the applicant that I would dismiss that portion of his application with leave to reapply.

The respondent also attempted to raise the issue of jurisdiction, indicating that she provides “transitory housing” by way of a bed and breakfast business. I found it unnecessary to make a determination as to jurisdiction as I declined to consider the applicant’s monetary claim any further.

In dismissing the applicant’s monetary claim, I informed the parties that should the applicant reapply that the issue of jurisdiction may be raised and decided upon at that time.

The applicant proceeded to seek resolution by way of a settlement. I permitted the parties to engage in such conversation; however, the discussion quickly deteriorated and the parties began arguing and talking over each other. I attempted to get the parties’ attention to stop such conduct but my efforts were of no effect. Accordingly, I ended the teleconference call.

#### Conclusion

The applicant withdrew his request for an Order of Possession.

The applicant has leave to reapply for monetary compensation against the respondent, although jurisdiction may have to be established if the applicant reapplies since I have made no finding that the Act applies to the subject living accommodation.

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: November 22, 2016

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Residential Tenancy Branch