



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 30 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord confirmed that the tenant was served with the landlord's application for dispute resolution and notice of hearing on September 7, 2017, by way of registered mail. The landlord provided a Canada Post tracking number verbally during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application and notice of hearing on September 12, 2017, five days after its registered mailing.

The landlord confirmed that the tenant was served with the landlord's written evidence package on October 13, 2017, by way of registered mail. When I notified the landlord that the only written evidence package I received from him at the Residential Tenancy Branch ("RTB") was the written tenancy agreement and a number of rent receipts, he confirmed that was correct. The landlord provided a Canada Post tracking number verbally during the hearing. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's written evidence package on October 18, 2017, five days after its registered mailing.

When I questioned the landlord as to whether he provided a copy of the 1 Month Notice to End Tenancy for Cause ("1 Month Notice") to the RTB, he claimed that he did. I notified him that I did not receive it. I informed him that the only evidence I received was as noted above, the tenancy agreement and the rent receipts. He claimed that he

provided it to the RTB when he filed his application on September 5, 2017. When I asked why he did not mention these documents when I reviewed what I had on file, he claimed that he thought I received it. When I asked why he did not mention it in the packages that he said he served to the tenant, he said that he served it prior to that, on September 5, 2017.

Rule 2.5 of the RTB *Rules of Procedure* states that a landlord must serve a copy of a notice to end tenancy, if he is seeking an order of possession, with the application package at the time it is filed. I find that the landlord failed to submit the 1 Month Notice to the RTB.

For the above reason, I advised the landlord that I was dismissing his application with leave to reapply, except for the filing fee. I notified the landlord that he would be required to file a new application and pay a new filing fee if he wished to pursue this matter further against the tenant.

Preliminary Issue – Inappropriate Behaviour by the Landlord during the Hearing

Rule 6.10 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* states the following:

6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing

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 hearing began at 9:30 a.m. and ended at approximately 10:00 a.m. The landlord called in late at approximately 9:34 a.m. When I asked why he called in late, the landlord said that his clock read 9:32 a.m. and asked whether it mattered if he called in “one or two minutes late.” I notified him that this was a legal, binding proceeding and that he was required to call in on time, as he confirmed that his notice of hearing indicated the start time for the conference was 9:30 a.m. He then claimed that he called in at 9:30 a.m. but it took until 9:32 a.m. to reach the conference. He told me to call his telephone company to confirm the time on his clock was correct because he said the time I had was wrong. He asked me if I read the notice of hearing sheet which states “calling in prior to your scheduled start time may result in you not successfully entering

your hearing.” I notified him that he was not required to call in early, but at the very least, was required to call in on time.

Most of the thirty-minute hearing time was spent listening to the landlord make submissions. It was lengthened by the fact that the landlord continuously interrupted me, repeatedly debated and argued the same issues with me, and was rude and disrespectful.

I repeatedly warned the landlord to stop his disruptive behaviour but he continued. I caution the landlord not to engage in the same rude, hostile, inappropriate and disruptive behaviour at any future hearings at the RTB, as this behaviour will not be tolerated and he may be excluded from future hearings. In that event, a decision will be made in the absence of the landlord.

Preliminary Issue – Recording of the Hearing

The landlord asked me whether the hearing was being recorded. I notified him that recording of the conference was not allowed, as per the RTB *Rules of Procedure*. He claimed that the *Rules of Procedure* were not on his notice of hearing sheet. I notified him that there was a reference to the *Rules of Procedure* on his notice of hearing sheet, including a website link and a reference to contact the RTB or a Service BC office.

For the landlord's information, I have reproduced Rules 6.11 and 6.12 of the RTB *Rules of Procedure* below (my emphasis added):

6.11 Recording prohibited

Persons are prohibited from recording dispute resolution hearings, except as allowed by Rule 6.12. *Prohibited recording includes any audio, photographic, video or digital recording.*

6.12 Official transcript

*A party requesting an official transcript by an accredited Court Reporter must make a written request stating the reasons for the request to the other party and to the Residential Tenancy Branch directly or through a Service BC Office **not less than seven days before the hearing.***

An arbitrator will determine whether to grant the request and will provide written reasons to all parties and issue any necessary orders.

If permission is granted, the party making the request must:

- a) prior to the hearing, provide the Residential Tenancy Branch with proof of the Court Reporter's accreditation;*
- b) make all necessary arrangements for attendance by the accredited Court Reporter and their necessary equipment;*
- c) pay the cost of the accredited Court Reporter's attendance at the dispute resolution hearing;*
- d) pay the cost of the Court Reporter's services and the cost of transcripts; and*
- e) provide all parties and the Residential Tenancy Branch with official copies of the transcript.*

Conclusion

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The landlord's application for an order of possession for cause 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: November 24, 2017

Residential Tenancy Branch