



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, OLC, ERP, LAT, LRE, FF

Introduction

This hearing also dealt with the tenants' cross-application pursuant to the *Act* for:

- cancellation of the landlord's 10 Day Notice to End Tenancy Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 33;
- authorization to change the locks to the rental unit, pursuant to section 70;
- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70; and
- authorization to recover the filing fee for their application, pursuant to section 72.

The two tenants (male and female) and the landlord and his agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue – Use of Speakerphone and Inappropriate Behaviour by the Male Tenant 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.

This hearing began at 9:30 a.m. and ended at 9:34 a.m. At the outset of the hearing, I asked all parties to remove their phones from speakerphone.

The male tenant confirmed that the tenants were using a speakerphone and asked if it was illegal to do so. I informed him that it was not illegal but I was not able to hear properly because the speakerphone was causing echoing and feedback on the line and if I was unable to hear properly, I could not conduct the conference. There were four different people on the line at the same time. The male tenant asked how both tenants could participate in the conference if he could not use speakerphone. I notified him that the female tenant could call in from a separate line or he could hand his phone to her if she wanted to speak. He refused. The male tenant then began yelling at me and making rude comments towards me.

I cautioned the male tenant repeatedly to remove his phone from speakerphone because I could not conduct the conference with the disruption on the phone line, but he refused. I cautioned the male tenant three times that I would not be able to go ahead with the hearing and I would disconnect all parties from the hearing and dismiss the tenants' application with leave to reapply so the tenants would have to come back at a later time. The male tenant still refused to remove his phone from speakerphone yelling "it's not my problem" and "do whatever you want" to me.

Due to the fact that I could not hear the parties and conduct the conference properly, the tenants refusing to remove their phone from speakerphone, and given the male tenant's rude, inappropriate and disruptive behaviour contrary to Rule 6.10 of the RTB *Rules of Procedure*, I ended the conference. Before I ended the conference, I informed all parties that the tenants' application was dismissed with leave to reapply.

The tenants' application to recover the \$100.00 filing fee paid for this application is dismissed without leave to reapply, as the tenants are the cause for the hearing not proceeding today.

Conclusion

The tenants' application to recover the \$100.00 filing fee paid for this application is dismissed without leave to reapply.

The remainder of the tenants' application is dismissed with leave to reapply. I make no findings on the merits of the application. Leave to reapply is not an extension of any applicable limitation period.

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: January 24, 2018

Residential Tenancy Branch