



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNRL, FFL

Introduction

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

- an order of possession for unpaid rent or utilities and for cause, pursuant to section 48;
- a monetary order for unpaid rent or utilities, pursuant to section 60; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The two tenants did not attend this hearing, which lasted approximately 4 minutes. The landlord attended the hearing and was given a full opportunity to be heard.

Preliminary Issue – Use of Speakerphone and 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.

This hearing began at 9:30 a.m. and ended at 9:34 a.m. At the outset of the hearing, the landlord confirmed that she was using a speakerphone. I asked the landlord to remove her telephone from speakerphone. I informed her that 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. I also notified her that I could hear her talking to a male individual in the background, which she confirmed. This male individual did not identify himself during the hearing.

The landlord refused to remove her telephone from speakerphone. She stated that she dropped her telephone over the weekend so she could not hear unless it was on speakerphone. I notified her that she was required to arrange to use a working telephone for this conference and that she had applied back in March 2018 for this application, so she had plenty of time to make those arrangements before this hearing on June 4, 2018.

The landlord then began yelling at me and making rude comments towards me. She used profane language and swore at me. I cautioned the landlord repeatedly to remove her phone from speakerphone because I could not conduct the conference with the disruption on the telephone line, but she refused. I asked her to stop yelling at me and using profane language towards me. She continued with her behaviour, despite my warnings.

I cautioned the landlord at least five times during the conference. I notified her that I would not be able to go ahead with the hearing and I would dismiss her application with leave to reapply. The landlord still refused to remove her telephone from speakerphone and continued to speak at the same time as me, yell at me, and use profane, rude language towards me.

Due to the fact that I could not hear the landlord properly, I could not conduct the conference properly, the landlord refusing to remove her telephone from speakerphone, and given the landlord'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 the landlord that I was dismissing her application with leave to reapply.

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

Conclusion

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

The remainder of the landlord's 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 *Manufactured Home Park Tenancy Act*.

Dated: June 04, 2018

Residential Tenancy Branch