



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR; MNDCL; FFL

Introduction

This hearing was scheduled to deal with a landlord's application for a Monetary Order for unpaid rent and other damages or loss under the Act, regulations or tenancy agreement, as amended.

The landlord appeared at the hearing, however, the tenant did not despite leaving the teleconference call open approximately 40 minutes.

Where a respondent does not appear at the hearing, the applicant bears the burden to prove the hearing documents were served upon the respondent in a manner that complies with the Act. An application pertaining to a monetary claim must be served to a tenant either in person or by registered mail. If registered mail is used, the address to use for service must be the tenant's current address or residence or the forwarding address provided by the tenant. Section 59 of the Act requires the application to provide the full particulars as to the nature of the claim and Rules 2.5 and 3.1 of the Rules of Procedure provide that a monetary claim is to be accompanied by a detailed monetary calculation.

Since the tenant did not appear, I proceeded to explore service of hearing documents upon the tenant.

The landlord testified that he sent the dispute resolution proceeding package, including the Amendment, to the tenant via registered mail on March 15, 2019 using the tenant's current address of residence. The landlord stated the registered mail was returned to him and the reason given was that the tenant did not reside at that address.

The landlord submitted that he determined the tenant does reside at the address he used to send the registered mail to the tenant by following the tenant's friend to that

address and the landlord contacted the tenant's current landlord who confirmed the tenant does reside at that address. The landlord requested that I telephone the tenant's current landlord to confirm this information. I called the person and telephone number provided to me by the landlord and I was able to reach the landlord's witness on the telephone during the hearing. Initially, the witness stated he had not spoken with the landlord. The landlord then said a few words to his witness in another language that I do not understand and I instructed them to speak in English. The landlord's witness then acknowledged that he had a conversation with the landlord over the telephone and confirmed that he owns the property where the tenant currently resides. The landlord's witness was then excused.

The landlord submitted that he attempted to deliver his evidence package to the tenant a number of times with the assistance of an acquaintance. I heard that the landlord and his acquaintance went to the tenant's current residence on June 9, 2019 for the purpose of delivering the evidence package; however, she did not open the door. The landlord submitted that he believes his acquaintance returned to the tenant's residence on June 11 or 12, 2019 and made another attempt to deliver the landlord's evidence but the tenant would not answer the door so the acquaintance gave the evidence package to the people who reside in the front unit of the property. I note that the landlord's evidence package included a receipt dated June 14, 2019.

I pointed out to the landlord that the Amendment indicates that the landlord is seeking \$5,000.00 from the tenant but that there is no detailed breakdown of the sum. I noted that I had a worksheet showing a claim of \$1,240.00 for unpaid rent submitted on February 15, 2019 and a Monetary Order worksheet with a total of \$6,055.00 dated June 14, 2019. Initially, the landlord stated there was no room on the Amendment to provide a breakdown of the \$5,000.00 claim and after I informed the landlord that he could have attached a separate sheet the landlord stated that he believed he did write it down on a separate sheet. I informed the landlord that I did not have any such document in front of me and I asked the landlord whether he had a copy of it. The landlord responded that he did not have a copy of it either.

As for whether a Monetary Order worksheet was served upon the tenant, the landlord testified that one was served to the tenant in person after the registered mail was returned to him, likely in April 2019. If the landlord did serve the tenant in April 2019 with a monetary calculation, it could not have been the one for \$6,055.00 and a breakdown for \$5,000.00 was not before me or the landlord at the time of the hearing. As such, I informed the landlord that I was satisfied the tenant was duly served with the hearing documents in a manner that complies with the Act by way of the registered mail

sent on March 15, 2019 and that I would consider the tenant deemed served pursuant to section 90 of the Act and I would hear the landlord's claim for unpaid rent of \$1,240.00 since that amount is stated on the Application for Dispute Resolution and a monetary calculation was provided for that amount. However, I was unsatisfied the tenant received a detailed monetary calculation for the \$5,000.00 claim that appears on the Amendment. Nor, was I satisfied the monetary calculation of \$6,055.00 was duly served upon the tenant since it was left with other people and that does not comply with the service provisions of the Act.

I informed the landlord that I would dismiss the landlord's claim for compensation for damage and cleaning and other amounts with leave to reapply. The landlord became argumentative and started voicing his opinion about the "system" and how it is redundant and favours tenants and broken since I would not consider all of his losses at this hearing. I instructed the landlord to stop arguing with me and that the tenant was entitled to due process. I cautioned the landlord that if he continued to argue I would end the call. The landlord stated he was not arguing but only raising his voice; however, the landlord proceeded to question me about the effectiveness of the "system". At that point I excluded the landlord from the proceeding by terminating the teleconference call pursuant to Rule 6.10 of the Rules of Procedure.

Rule 6.10 of the rules of Procedure provides:

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.

Since the landlord was excluded from the hearing and the teleconference call was terminated before fully hearing the landlord's claim for unpaid rent I make no finding with respect to unpaid rent and I dismiss the landlord's entire claim 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: June 27, 2019

Residential Tenancy Branch