



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction.

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to carry out repairs pursuant to section 33.

This hearing also dealt with an application by the landlord under the *Act* for the following:

- An order of possession pursuant to sections 46 and 55;
- Reimbursement of the filing fee.

JA and TL attended as property managers of the landlord ("the landlord"). The tenant attended. At the outset, the landlord provided the correct name of the landlord and requested an amendment of the landlord's name. The proceedings were amended to incorporate the correct name of the landlord as provided.

No issues of service were raised. I find each party served the other in accordance with the *Act*.

The landlord stated that the landlord had obtained an order of possession in an earlier proceeding; reference to the file number appears on the first page. At the request of the landlord to withdraw the application, I dismissed the landlord's application without leave to reapply.

The landlord stated the tenant had vacated the unit, was not living in the country and was not permitted to re-enter Canada. As the tenant had attended, I asked the tenant to confirm he had vacated the unit. The tenant refused to reply and countered my

questions with queries of his own about who was “really” attending the proceedings and for what purpose, although all participants had been introduced and their roles as property managers explained.

Throughout the 30-minute hearing, the tenant interrupted the proceedings repeatedly. I warned the tenant many times not to speak while the landlord or I were speaking. The tenant persisted in asking question of “who really” was present at the hearing and why I did not ask questions of one of the property managers. The tenant accused me of conducting the proceedings unfairly. The tenant refused to answer my questions.

I ended the arbitration with the tenant still shouting questions about the identity of the landlord and the agents and demanding to know “who he [the tenant] was really dealing with”.

As the landlord had obtained an order of possession, provided uncontradicted evidence that the tenant had vacated the unit, and the tenant submitted no evidence in support of the tenant’s application, I dismissed the tenant’s application for repairs without leave to reapply.

Conclusion

Both applications are dismissed without 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: August 09, 2019

Residential Tenancy Branch