



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, FFT

### Introduction

This matter was scheduled as an expedited hearing to deal with the tenant's application for orders for emergency repairs. Both parties appeared or were represented at the hearing.

### Preliminary and Procedural Matters

At the outset of the hearing, I explored service of hearing documents upon each other. In doing so, the tenant GN interrupted the proceedings multiple times. I instructed the parties not to interrupt the proceedings and cautioned the parties that I would not tolerate such conduct. After the third time, I informed the tenant that another outburst from the tenant GN would result in the ending of this hearing and I asked the tenant whether he could comply with my instructions to stop interrupting. GN confirmed he understood the consequences of another outburst and stated he would comply with my instruction. The applicant identified by initials MN is the mother of GN has communication issues but did not indicate he had impulse control issues until much later, after GN hung up.

As a preliminary matter the landlord submitted that the tenant identified by initials MN was no longer a tenant. I noted that I had been provided a copy of two tenancy agreements. On the first tenancy agreement executed in May 2019, MN was identified as a tenant; however, she was not identified as a tenant on the agreement executed in September 2019. The parties were in dispute as to whether the second tenancy agreement is valid, even though the tenants have been paying the lesser amount of rent indicated on the second tenancy agreement. However, the payment of rent or the term of the tenancy was not an issue for me to determine. MN was at the hearing and stated that she still considers herself a tenant and MN was named as a tenant in filing this Application for Dispute Resolution. Given time constraints of the hearing, I informed the

parties that I would strike MN as a tenant in the style of cause of this decision as it is unnecessary for me to make a finding as to the standing of MN since GN was still a tenant and he appeared for the hearing. In doing so, I informed the parties that I would recognize in this decision that I make no finding as to whether MN is still a tenant as it was unnecessary for me to do so to make a determination as to whether emergency repair orders are necessary. MN was permitted to remain in attendance and make submissions during the hearing on behalf of the tenants.

As another preliminary matter, I heard that the tenants have not paid rent for December 2019 and a 10 Day Notice to End Tenancy for Unpaid Rent was served on December 6, 2019. The tenant confirmed that they have not yet paid the rent for December 2019 and indicated they do not have all of the rent because the other tenant has not been working. I cautioned the tenant that they have until December 11, 2019 to pay the rent and if they do not, the tenancy may be at an end on December 16, 2019. The tenant indicated they may find a way to pay the rent. As such, it is possible this tenancy shall be continuing for the time being and I proceeded to inform the parties that I would deal with emergency repair issues, as defined in section 33 of the Act. I read from section 33 so that the parties would be familiar with the definition of an emergency repair and I instructed the tenant(s) to limit their submissions to those that are an emergency repair.

In hearing from the parties on the emergency repair issues, I determined that the furnace is functional but the issue is that the tenants do not have the enough money to pay for oil and they claim they do not have a credit card to put a deposit down on an oil account. As such, the tenants want the landlord to open an account for oil delivery and they would pay him. I informed the tenant that the landlord is not obligated to supply heating oil to the tenants under their tenancy agreement and that I was unsatisfied an order is required to make the furnace functional.

I continued to hear from the parties about other matters when GN shouted out for a fourth time. Since the tenant GN failed to comply with instructions to stop interrupting, I informed the parties that I would end the hearing as I had cautioned them earlier and I was dismissing the application. GN then hung up his telephone connection while MN remained connected. MN then explained that her son has impulse control issues but that he had so much information to provide for this hearing.

Despite dismissing this application, the landlord was cautioned that he remains obligated to repair and maintain the residential property and he indicated he understood. The landlord also stated that many of the issues have since been resolved and he is currently working on resolving the issues with the electrical system. I

encouraged the landlord to continue to have the electrician attend the property to perform necessary repairs and inspect the property to address any other outstanding repair issue. I also expressly stated that I have made no authorization for the tenants to withhold or make decisions from rent.

The tenant's application is dismissed with leave.

Having heard the parties have another hearing set for January 10, 2020, I provide have reproduced Rule 6.10 of the Rules of Procedure:

**6.10 Interruptions and inappropriate behavior 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.

Conclusion

The tenant's application is dismissed with leave.

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: December 10, 2019

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Residential Tenancy Branch