



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1052192 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPU, MNRL

Introduction

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

- an order of possession for unpaid utilities, pursuant to section 55; and
- a monetary order for unpaid rent, pursuant to section 67.

The tenant did not attend this hearing, which lasted approximately 10 minutes. The landlord's agent ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he was the owner of the landlord company named in this application and that he had permission to speak on its behalf.

Preliminary Issue – 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.

Throughout the conference, the landlord interrupted me, talked at the same time as me, and argued with me. I cautioned the landlord multiple times to stop interrupting me and arguing with me.

The landlord asked for extra time during the hearing to look up service information, which I provided to him. When the landlord was unable to provide correct service information, I explained why I could not proceed with the hearing and he became upset, arguing with me and not allowing me to speak. I repeated my questions and explanations to the landlord throughout the hearing.

I caution the landlord to not engage in the same inappropriate and disruptive behaviour at any future hearings at the RTB, as this behaviour will not be tolerated, and he may be excluded from future hearings. In that event, a decision will be made in the absence of the landlord.

Preliminary Issue – Service of Landlord's Application

The landlord stated that he served the tenant with the landlord's application for dispute resolution hearing package on January 21, 2020, by way of posting to the tenant's rental unit door. When I asked the landlord whether he was sure about this date, he said he had to look up the information. After looking up the information the landlord stated that he received the notice of hearing from the RTB on January 22, 2020 and he served it on January 21, 2020. He then looked up his information again, saying he had to check the photographs of posting the documents to the door, and stated it was served on January 16, 2020.

I notified the landlord that he could not have served the tenant with the landlord's application on January 16 or 21, because the notice of hearing was issued after on January 22, 2020, a fact the landlord confirmed during the hearing after checking his documents.

The tenant did not appear at this hearing to confirm service of the above documents.

Accordingly, I find that the landlord failed to prove service in accordance with section 89 of the *Act* and the tenant was not served with the landlord's application.

I notified the landlord that the landlord's application was dismissed with leave to reapply. I notified him that the landlord would be required to file a new application, provide proof of service at the next hearing, and be ready to proceed at the start of the hearing, if the landlord wished to pursue this matter further.

When I notified the landlord about my decision, he became upset. He said that he did not know what documents I was talking about, despite the fact that I repeated the documents at least twice during the hearing. I also asked the landlord at least three times whether he was sure about the service date, as he himself identified the date on the notice of hearing as January 22, 2020.

I repeatedly notified the landlord that I could not proceed with the hearing because he was unable to prove service of the landlord's application and the tenant was not present to confirm service. The landlord was angry and kept arguing with me and talking at the same time as me, as I tried to explain my decision. I asked the landlord to allow me to speak without him interrupting and he continued to argue with me and speak at the same time as me. I obtained the landlord's contact information and asked him if he had any questions before ending the hearing.

The landlord repeatedly asked how he could get rid of the tenant, what to do since he sold his house, and complained that it would take another four months to get rid of the tenant. I notified the landlord that I could not give him legal advice during the hearing because my role as an Arbitrator was to make a decision about the landlord's application.

Conclusion

The landlord's entire application is dismissed 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: March 24, 2020

Residential Tenancy Branch