



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE WOLSTENCROFT REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction

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

- a monetary order for compensation of \$24,000.00 under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for this application, pursuant to section 72.

The two tenants (male and female) and the landlord's two agents, landlord AS ("landlord") and "landlord HC," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 12 minutes.

The landlord confirmed that he is the managing broker for the landlord company named in this application and that he had permission to speak on its behalf. Landlord HC confirmed that he is the former employee of the landlord company named in this application.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the male tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and both tenants were duly served with the landlord's evidence.

At the outset of the hearing, both parties agreed that the landlord company named in this application was not the owner of the rental unit. The landlord stated that the landlord company was the incorrect landlord-respondent named in this application.

Both parties agreed that the landlord company was only an agent for the landlord owner. Both parties agreed that this information was clearly indicated in the tenants' tenancy agreement and the 2 Month Notice to End Tenancy for Landlord's Use of Property, dated September 3, 2019 ("2 Month Notice"), that the tenants were relying on to pursue monetary compensation in this application.

The tenants confirmed that they received the landlord owner's name and contact information for service from the landlord as part of the landlord's evidence. The tenants agreed that they did not serve the landlord owner with their application, nor did they contact the landlord owner about this hearing.

I notified the tenants that their entire application against this landlord company was dismissed without leave to reapply. I informed them they could file a new application, pay a new filing fee, serve the landlord owner, and provide proof of service, if they wish to pursue this application further. I notified them that they are required to name the correct landlord and owner of the rental unit, in their application. The tenants confirmed their understanding of same.

Preliminary Issue – Inappropriate Behaviour by the Male Tenant 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.

When I provided the tenants with my verbal decision during the hearing, the male tenant became upset and argued with me about it. He stated that he did not like the words I was using when I notified the tenants that they had named the incorrect landlord-respondent in this application. I asked the male tenant why he was upset, when I was providing information to assist the tenants, if they wished to file a future RTB application. The male tenant then began laughing.

I cautioned the male tenant that if he continued with his inappropriate behaviour, that I would end the hearing. He continued laughing and stated, “go ahead, end the hearing, I don’t care.” However, I continued the hearing, despite the male tenant’s inappropriate behaviour, in order to allow both parties to ask questions and to clarify my decision.

I caution the male tenant to not engage in the same 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 case, a decision will be made in the absence of the tenants.

Conclusion

The tenants’ entire application against the landlord company named in this application, is 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: June 11, 2020

Residential Tenancy Branch