



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNR, CNC, OLC, MNDCT**

### **Introduction**

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

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;
- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to comply with the *Act* pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant attended with his sister and agent, RG (“the tenant”). The landlord attended. The hearing lasted 43 minutes.

The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

At the outset, the landlord stated that she withdrew the Notices to End Tenancy for outstanding rent and for cause. The claims under sections 46 and 47 were dismissed without leave to reapply. The tenants stated they continue to occupy the unit.

### **Preliminary Issue – Inappropriate Behaviour by the 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.*

Throughout the hearing conference, the tenant interrupted multiple times. He spoke at the same time as, and argued with, the landlord and me. The tenant was upset with my questions regarding outstanding rent the landlord alleged the tenant owed by the tenant, being \$100.00, which was acknowledged by the tenant. The tenant persisted in arguing with the landlord about her right to receive outstanding rent.

The tenant vehemently disagreed with the landlord's testimony and said the landlord was "lying" regarding the sequence of events concerning the landlord's offer to renew the fixed term tenancy if the tenant paid the outstanding rent and utilities before she sold the property. The tenant denied knowing the property was sold shortly before he acknowledged that he had been in recent contact with the new landlord. The landlord testified she was afraid of the tenant because he allegedly "smashed" her phone during a recent encounter.

The tenant criticized my conduct of the hearing and advised me to "listen to the news" regarding government policy about payment of outstanding rent; the tenant said that the hearing was "a waste of time". The tenant asked me to confirm my name because I "was not listening" to the tenant and "did not hear what we said".

I repeatedly asked the tenant to provide further information if they had additional testimony. The tenant repeated testimony already submitted while maintaining I was not listening.

Finally, after 40 minutes, the tenant stated his intention to withdraw all claims. The request was discussed; the tenant reaffirmed his request to withdraw his application, and the hearing accordingly ended after 43 minutes.

The hearing took 43 minutes because of the repeated interruptions and disruptive behaviour by the tenant. I cautioned the tenant about the inappropriate and disruptive behaviour to no effect.

Conclusion

Further to the tenant's request, the tenant's 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: August 27, 2020

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Residential Tenancy Branch