



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDL-S, MNDCL-S, FFL

### Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 13 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 she had permission to speak on behalf of the landlord named in this application at this hearing.

The hearing began at 1:30 p.m. with only me present. The landlord called in late at 1:33 p.m., claiming that she had switched telephone providers and had plugged her phone into the wrong outlet. The landlord disconnected from the hearing, without warning, at 1:43 p.m. I ended the conference at 1:43 p.m., as no parties were present.

### Preliminary Issue – Service of Landlord's Application

The landlord testified that the tenant was served with the landlord's application for dispute resolution by way of email. She claimed that the tenant lived out of country. The landlord did not provide a date of service or a copy of the email for service.

The landlord indicated that email was permitted pursuant to the landlord's substituted service application. She did not provide a copy of an RTB substituted service decision, from an Adjudicator or an Arbitrator, allowing service by email.

I notified the landlord that a substituted service decision, dated July 6, 2020, was made by an Adjudicator, dismissing the landlord's application for service by email for this tenancy. The landlord claimed that she did not receive a copy of that decision.

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. Service by email is not permitted by section 89 of the *Act*. The landlord's application for substituted service by email was dismissed on July 6, 2020. The tenant did not appear at this hearing to confirm receipt of the landlord's application. The landlord's application indicates that the tenant abandoned the rental unit without providing a forwarding address to the landlord.

The landlord's application is dismissed with leave to reapply, except for the filing fee. The landlord is required to file a new application and pay a new filing fee, if the landlord wishes to pursue this matter further.

#### 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 hearing, the landlord yelled at me, argued with me, and interrupted me. I asked the landlord to allow me to speak, so that I could answer her questions and explain information regarding service of the landlord's application. The landlord was angry and upset whenever I asked her a question or explained information to her. The landlord was upset when I asked her to confirm the correct spelling of her name.

I was unable to inform the landlord about my decision during the hearing because she slammed the telephone and disconnected from the hearing, without warning. I was speaking to the landlord about the substituted service decision when she hung up.

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

### Conclusion

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of the landlord's 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: October 16, 2020

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Residential Tenancy Branch