



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RR, RP, PSF, LRE, LAT, OLC, FFT

### Introduction

The tenant filed an Application for Dispute Resolution on October 26, 2020 seeking the following:

- a reduction in rent for repairs, services or facilities agreed upon, but not provided by the landlord;
- repairs to the unit;
- the landlord's provision of services or facilities required by the tenancy agreement and/or law;
- a suspension or set conditions on the landlord's right to enter the rental unit;
- authorization to change the locks to the rental unit;
- the landlord's compliance with the legislation and/or the tenancy agreement.

On November 3, 2020, the tenant filed a second Application for Dispute Resolution, adding the following ground for dispute resolution:

- a cancellation of the One Month Notice to End Tenancy for Cause, issued by the landlord on October 26, 2020.

On both Applications, the tenant seeks reimbursement of the Application filing fee.

These two Applications were joined and proceeded in a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on January 18, 2021.

Both the landlord and the tenant attended the conference call hearing. The landlord stated they received both notices of this hearing. At the outset, both parties affirmed an oath to state that their oral testimony and presentation of evidence were truth.

### Preliminary Matters

At the beginning of the hearing, the tenant stated the hearing could not continue because of her immediate medical issue. This was due to a trauma that occurred after they filed their two Applications in this matter. To explain this, the tenant provided that they suffered an injury of a nature that required a visit to the emergency room on more than one occasion.

The tenant submitted a copy of a doctor's note in advance of the hearing. It states: “

For Medical reasons I would advise that [the tenant's] “dispute resolution hearing” be postponed for three weeks. If you require further details please contact me (along with a signed authorization to release medical information) Start Date: 08-Jan-2021

After affirming an oath from either party, I proceeded to determine current status of the tenancy. After my direct query to the landlord on this, the landlord proceeded to explain the outcome of a previous hearing on December 22, 2020, wherein they obtained an Order of Possession in an expedited fashion. As the landlord started to explain, to answer my direct questions, the tenant interrupted each time the landlord attempted to explain. The interruptions were aggressive in nature and quickly altered the subject of conversation to an array of other matters affecting the tenancy. After repeated requests for no interruptions with no success, I placed the tenant's call line on mute, in order to hear the landlord's background explanation.

The landlord explained that the tenant vacated the unit on January 4, 2021. This was after the landlord obtained guidance from the Residential Tenancy Branch on how to provide hearing results and serve the Order of Possession to the tenant in proper fashion. The landlord also stated they had previously issued a One Month Notice to End Tenancy for Cause.

The tenant confirmed they moved out from the rental unit on January 4, 2021. The landlord provided that all of the tenant's possessions were out, and the rental unit itself was vacant.

On allowing the tenant to re-enter the hearing, by unmuting, they continued to press on the need for an adjournment as advised by the doctor. The focus of the hearing shifted to this immediate issue. I advised that I needed to assess the tenant's request in order to ensure no party to this hearing would be unfairly prejudiced by an adjournment. The tenant continued to exclaim their doctor's note was valid, and was not based on a foundation of lies, unlike what the landlord continued to present here. I asked for the

tenant's calm, and advised I was assessing the situation, this in order make a determination in this matter.

With the tenant's continued interruptions (necessitating two more uses of the call mute function) and disruptive behaviour, I determined that the hearing could not proceed in this fashion. At the twenty-minute point in the hearing, I began consideration of an adjournment, in the interest of giving each party the proper opportunity to present their submissions and evidence on the issues at hand.

I advised that a three-week adjournment – as per the doctor's note – would take the resumed hearing date to January 29, 2021. The tenant replied that the hearing should properly resume three weeks from this hearing's scheduled date on January 18, 2021. The tenant continued to interrupt my direct questions to the landlord, insisting that this hearing not progress any further, and impeded the management of this hearing. The tenant's voice was raised throughout, indicating there was a high-level of distress.

I again attempted to ascertain the nature of the immediate medical issue, in order to assess what impact it could have on the tenant's ability to proceed in this hearing. The tenant responded by re-stating the doctor's note advised a signed authorization was needed for my direct query to the doctor on this issue.

The landlord interjected to state they observed the tenant at work within this timeframe since early January. To this, the tenant grew more agitated with a raised voice and claimed the landlord was engaging in criminal behaviour, for which the police have opened an investigation. At this point, I advised the parties the hearing was closed, at the twenty-six-minute point after its commencement. My consideration, at the close of the hearing, was whether to adjourn the matter to reconvene at a later date.

In this matter, I shall determine how to proceed with reference to the tenant's Application and the newfound knowledge that the tenancy ended on January 4, 2021.

The *Act* s. 62 governs my authority to resolve disputes. The applicable subsections are:

3. The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.
4. The director may dismiss all or part of an application for dispute resolution if
  - ....
  - b. the application or part does not disclose a dispute that may be determined under this Part. . .

In this present dispute, the tenancy has ended; therefore, I have no authority to order that either must party comply with the *Act*, the regulations, or the tenancy agreement. I have no authority to make a determination on each of the grounds on which the tenant applied.

With no authority in this matter, I dismiss both the tenant's Applications without leave to reapply. Because of this, there is no adjournment to hear the parties' submissions.

My dismissal of these two Applications does not prevent the tenant from making a separate application for any possible monetary compensation that may still be available under the *Act*.

Because the tenant was not successful, I dismiss their request for reimbursement of the filing fee for each Application.

### Conclusion

I dismiss each of the tenant's Applications in their entirety, 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: January 19, 2021

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Residential Tenancy Branch