



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated November 30, 2020 ("1 Month Notice"), pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard and to make submissions. This hearing lasted approximately 16 minutes.

At the outset of the hearing, both parties confirmed that they had reached a settlement agreement for the tenant to vacate the rental unit on February 28, 2021. The tenant stated that he wanted to cancel the hearing.

I inquired with both parties if they wanted me to record the details of their settlement agreement in writing, to avoid any future dispute over the terms. Both parties agreed that they wanted me to record their settlement terms in writing. The landlord stated that she was agreeable to an order of possession against the tenant, as part of the settlement. The tenant agreed to the order of possession, as well.

I notified both parties that I had not received a copy of the landlord's 1 Month Notice, that is the subject of this proceeding. The landlord confirmed that the 1 Month Notice that she issued to the tenant was dated November 30, 2020. Both parties agreed that the landlord's 1 Month Notice could be cancelled since the tenant was moving out on February 28, 2021.

The landlord stated that she issued a Two Month Notice to End Tenancy for Landlord's Use of Property, dated December 28, 2020, to the tenant. The landlord said that the tenant was vacating the rental unit pursuant to 2 Month Notice on February 28, 2021. The landlord claimed that she issued the notice because she sold the rental unit and the new owners wanted to move into the rental unit. The landlord raised the 2 Month Notice on her own, as I was not aware of the notice's existence, since neither party provided a copy of it for this hearing.

In an effort to assist both parties and since the landlord raised the issue of the tenant moving out pursuant to the 2 Month Notice, I inquired as to when the tenant received his one-month free rent compensation indicated on the 2 Month Notice, so that it could be recorded in the written settlement terms, to avoid any future dispute. At that time, the landlord got extremely upset and began yelling at me. She said that the notice was a separate matter and was not part of this hearing. I notified the landlord that she raised the issue of the 2 Month Notice and told me that the tenant was moving out pursuant to it, on the effective date of February 28, 2021. The landlord then claimed that the rent compensation was not relevant and that she did not have time to attend the hearing because she had other things to do. She maintained that the tenant was supposed to cancel the hearing and that is the only reason she attended. She said that she no longer needed an order of possession, that the tenant would move out, and if he did not, then she would come back to the Residential Tenancy Branch ("RTB") to deal with the 2 Month Notice. The tenant claimed that he paid full rent to the landlord.

During the hearing, the landlord stated that she would record the proceeding if I did not end the hearing. I notified the landlord that she was not permitted to record the proceeding. For the landlord's information, Rule 6.11 of the RTB *Rules of Procedure* states the following:

*6.11 Recording prohibited*

*Persons are prohibited from recording dispute resolution hearings, except as allowed by Rule 6.12. Prohibited recording includes any audio, photographic, video or digital recording.*

Preliminary Issue – Inappropriate Behaviour by the Landlord during the Hearing

Rule 6.10 of the 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, interrupted me, and made disparaging comments towards me. The landlord yelled that "Arbitrators ruin things" and "never side with landlords." She yelled that "Arbitrators have too much authority" and "make things worse."

I notified the landlord that I needed to be able to speak in order to conduct the hearing. Yet, the landlord kept yelling at me and speaking at the same time as me. Even when the tenant tried to speak, the landlord yelled at him and spoke at the same time as him. When the landlord yelled at the tenant about whether he was cancelling the hearing or whether he needed a settlement agreement, the tenant attempted to speak but the landlord continued yelling at him. The tenant stated that he did not want the landlord to yell and fight.

I cautioned the landlord multiple times that I would end the hearing if she did not allow me to speak and conduct the hearing. The landlord continued with her inappropriate behaviour, spoke at the same time as me, yelled at me, and would not allow me to speak. I could not hear the tenant while he was speaking because the landlord continued to yell while we were both speaking, throughout the hearing. I had to mute the landlord's telephone line in order to speak to the tenant and determine whether he wanted to continue with a settlement or to withdraw his application. When I unmuted the landlord's telephone line in order to obtain her contact information, she was still yelling on her end of the phone.

The landlord repeatedly asked for my name during the hearing, despite the fact that I stated my name at the beginning of the hearing and again when she asked at the end of the hearing. I notified her that my name would be on a copy of the written decision that would be sent to both parties after the hearing was over. The landlord laughed, asking why she needed a written copy of the decision when the hearing was cancelled. Then she told me that she wanted a written decision so that it could "come back on you." When I asked what the landlord what she was referring to, she laughed and told me not to worry about it. I notified the landlord that her behaviour at this hearing was inappropriate and that I would indicate same in my written decision.

I caution the landlord to not engage in the same 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.

At the end of the hearing, the tenant stated that he wanted to withdraw his application, since he reached a settlement with the landlord outside of the hearing. The landlord stated that she did not want an order of possession against the tenant. Both parties agreed that they did not want me to record the terms of their settlement in writing.

As I did not make a decision on the merits of the landlord's 1 Month Notice, the tenant's application to cancel the 1 Month Notice, dated November 30, 2020, is dismissed with leave to reapply.

### Conclusion

The tenant'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: February 08, 2021

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Residential Tenancy Branch