



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDCT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- cancellation of the One Month Notice to End Tenancy for Cause (the Notice), pursuant to section 47;
- an order for the landlord to comply with the Act, the Residential Tenancy Regulation and/or tenancy agreement, under to section 62; and
- a monetary order for compensation for damage or loss under the Act, Residential Tenancy Regulation (Regulation) or tenancy agreement, pursuant to section 67.

Both parties attended the hearing. The landlord was assisted by agents FA (the landlord) and PA. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As I was confirming the names of the landlord and his agents, the tenant interrupted the landlord in a loud aggressive tone of voice. I warned the tenant not to interrupt when the other party is speaking.

At the outset of the hearing both parties confirmed they understand they must be civil and orderly at all times, only one person can speak at the same time, the hearing cannot be recorded and the parties can be muted or removed of the hearing. I emphasized to the tenant that she must conform to the rules of decorum and she confirmed she understands this requirement.

Both parties agreed the tenancy started on October 01, 2013, monthly rent is \$1,100.00 due on the first day of the month. At the outset of the tenancy the landlord collected and currently holds a security deposit in the amount of \$487.50 and a pet damage deposit in the amount of \$243.75.

Both parties also agreed the landlord served the Notice on November 28, 2020.

The landlord affirmed the Notice is cancelled and he is not seeking an order of possession based on the Notice.

As the landlord was stating the Notice is cancelled the tenant yelled affirming the landlord cannot cancel the Notice. I warned the tenant for the second time.

Section 62(4)(b) of the Act states an application should be dismissed if the application or part of an application for dispute resolution does not disclose a dispute that may be determined under the Act. I exercise my authority under section 62(4)(b) of the Act to dismiss the application for cancellation of the Notice.

The tenant testified uninterrupted for about 3 minutes, speaking in an aggressive tone of voice, repeating that she has rights and cannot be evicted. I warned the tenant for the third time, explained she will be muted for the duration of the hearing, and her application will be dismissed without leave to reapply if she does not conform to the rules of decorum.

The tenant yelled again: "You do whatever you want, I have an application for cancellation of the Notice".

I muted the tenant, per my repeated warnings to her and pursuant to my authority under Rule of Procedure 6.10.

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

As the tenant applied for an order for the landlord to comply with the Act and for a monetary order, the onus is on the tenant to prove her claims. The tenant was given a full opportunity to be heard but was unable to follow the rules of decorum. I find it is not procedurally fair to the respondent to give leave for the tenant to reapply; the tenant's application is dismissed without leave to reapply.

Conclusion

I dismiss the tenant's application 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: March 04, 2021

Residential Tenancy Branch