



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNRL-S

Introduction

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

- an order of possession for cause, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to retain the tenant's security deposit, pursuant to section 38.

The tenant did not attend this hearing, which lasted approximately 7 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recording of a hearing by any party.

The landlord did not make any adjournment or accommodation requests.

At the outset of the hearing, the landlord stated that he could not speak English properly. He claimed that no one was participating in the hearing with him. The landlord could not understand any of my questions during the hearing. I had to repeat my questions multiple times and he was still unable to understand. I asked whether he was planning to call any witnesses and he did not understand. I asked how the landlord served this application to the tenant and he did not understand.

I notified the landlord that I could only conduct the hearing in English and if he required an interpreter, he could have brought one to the hearing. The landlord had ample time from filing this application on March 3, 2021 to this hearing date on June 11, 2021, in order to prepare for this hearing and arrange for an interpreter.

The landlord did not provide the One Month Notice to End Tenancy for Cause (“1 Month Notice”) that is the subject of his application for an order of possession for cause. The landlord provided a Two Month Notice to End Tenancy for Landlord’s Use of Property (“2 Month Notice”) where he altered the RTB form notice and crossed out “Two” and substituted the word “One.” Therefore, I cannot examine the 1 Month Notice as required by section 52 of the *Act*, in order to make a decision about it.

During the hearing, I notified the landlord that his application was dismissed with leave to reapply. The landlord did not provide evidence regarding service of his application to the tenant, as required by section 89 of the *Act*.

While I was speaking, the landlord began yelling at me. I asked the landlord to allow me to speak so that he could hear my decision. As I was informing him that he could file a new application at a future date, the landlord continued yelling at me. I notified him that I would end the hearing if he continued yelling at me and did not allow me to speak. The landlord continued with his inappropriate behaviour, so I informed him that I was closing the hearing, in accordance with Rule 6.10 of the RTB *Rules*.

Conclusion

The landlord’s entire 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: June 11, 2021

Residential Tenancy Branch