



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 2, 2022 ("10 Day Notice"), pursuant to section 46.

The tenant did not attend this hearing, which lasted approximately 14 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.

This hearing began at 11:00 a.m. with only me present. The landlord called in late at 11:05 a.m. This hearing ended at 11:14 a.m.

I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only people who called into this teleconference.

The landlord confirmed his name and spelling. He provided his mailing address for me to send this decision to him after the hearing.

The landlord said that a company owns the rental unit, and he was acting as its agent. He stated that the tenant correctly named him personally, as the landlord in this application. He provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure (“Rules”)* does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, the landlord affirmed, under oath, that he would not record this hearing.

I explained the hearing process to the landlord. He had an opportunity to ask questions. He did not make any adjournment or accommodation requests.

Preliminary Issue – Inappropriate Behaviour by the Landlord during this Hearing

Rule 6.10 of the RTB *Rules* 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.*

From the outset of this hearing, the landlord repeatedly interrupted me, spoke at the same time as me, and argued with me.

The landlord appeared to be upset when I informed him that he was late calling into this hearing. He said that he had 5 minutes after the start of the hearing at 11:00 a.m., to call in. He became upset when I asked him for his name and spelling and immediately asked me for my name and spelling, which I provided to him.

The landlord repeatedly stated that this hearing was “pointless” and that it took too long to get a hearing date for a 10 Day Notice that he issued in July 2022, since it is currently November 2022. I informed him that I did not have any control over the hearing wait times and that he could provide feedback to the Director of the RTB. He asked how long hearings typically are and when I informed him that they are scheduled for one hour, he said “you can go and have your coffee and still get paid.”

I repeatedly informed the landlord that if he was seeking an order of possession against the tenant, he would be required to provide details regarding this tenancy and the 10 Day Notice. He repeatedly responded by making negative comments about the RTB, stating that this hearing was “pointless,” and claiming that it took too long to get a hearing date. I notified the landlord that I could not continue the hearing if he repeatedly

argued with me and refused to answer my questions about the tenancy. He responded by telling me that I could make my decision.

I repeatedly cautioned the landlord, but he continued with his inappropriate behaviour. This hearing lasted longer because of the landlord's repeated interruptions, arguments, and inappropriate behaviour. At 11:14 a.m., I informed the landlord that I was ending the hearing, as he continued to argue with me and refused to provide evidence regarding this tenancy.

#### Preliminary Issue – Tenant's Application

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord did not submit any documentary evidence for this hearing.

Pursuant to Rule 7.3 of the RTB *Rules*, I am permitted to conduct this hearing in the absence of the applicant tenant. The above rule also affords me the discretion to dismiss the tenant's application with or without leave to reapply, if I choose to do so, if the tenant fails to attend this hearing and pursue his application, and the landlord attends.

Pursuant to section 55 of the *Act*, the landlord may be entitled to an order of possession and a monetary order for unpaid rent, if the landlord's 10 Day Notice meets the requirements of section 52 of the *Act* and the landlord provides sufficient evidence, on a balance of probabilities, to obtain the above orders.

The landlord stated that the tenant was still residing in the rental unit. He said that the tenant paid the rent. He repeatedly testified that the 10 Day Notice was cancelled. I informed the landlord that if the 10 Day Notice was cancelled, the tenancy would continue.

The landlord did not request a monetary order for unpaid rent against the tenant. The landlord did not provide any documentary evidence for this hearing. The landlord did not provide details regarding this tenancy or the 10 Day Notice at this hearing.

Although the tenant did not attend this hearing, for the above reasons, I do not issue an order of possession or a monetary order for unpaid rent to the landlord. I find that the

landlord failed to provide sufficient evidence, on a balance of probabilities, regarding this tenancy, the 10 Day Notice, and to obtain above orders.

Accordingly, the landlord's 10 Day Notice, dated July 2, 2022, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

### Conclusion

The landlord's 10 Day Notice, dated July 2, 2022, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

The landlord is not issued an order of possession or a monetary order for unpaid rent against the tenant.

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: November 24, 2022

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Residential Tenancy Branch