



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause and for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The landlord and the tenant attended the hearing, and the landlord was also assisted by an agent.

The tenant attempted to make a preliminary application that the notice to end the tenancy is invalid because it does not contain any writings in the “Details of Cause” portion and did not provide the tenant with details of why it was issued.

Both parties have provided numerous pages of evidentiary material, being well over 160 pages in total, which contain several notices to end the tenancy. In order to determine whether or not the notice given to the tenant, or any of them, were issued in accordance with the *Residential Tenancy Act* I found it necessary to embark upon a hearing.

The landlord gave affirmed testimony and the tenant was given an opportunity to question the landlord.

Throughout the hearing, the tenant was told on at least 10 occasions to stop interrupting, but the tenant refused. The tenant was also told that the tenant would be given ample time to testify and explain why the notice should be cancelled. The tenant refused to abide by instructions given, continually interrupted me and the landlord, stating that hearings by the Residential Tenancy Branch are “a joke,” and subject to Judicial Review before the hearing had concluded.

The Residential Tenancy Branch Rules of Procedure state, in part:

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.

I found that the hearing, which lasted well over an hour, could not conclude with such interruptions, and I closed the hearing.

The tenant's application is hereby dismissed without leave to reapply.

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the notice given is in the approved form. The tenant has provided a copy of a One Month Notice to End Tenancy for Cause dated March 27, 2017 containing an effective date of vacancy of May 31, 2017. The reasons for issuing it state:

- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant;
 - jeopardize a lawful right or interest of another occupant or the landlord.

I find that it is in the approved form and contains information required by the *Act*, and I therefore grant an Order of Possession in favour of the landlord effective at 1:00 p.m. on May 31, 2017, the effective date contained in the notice.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord effective May 31, 2017 at 1:00 p.m.

This order is final and binding and may be enforced.

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: May 10, 2017

Residential Tenancy Branch