



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated April 29, 2020 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The applicant tenant did not attend this hearing, which lasted approximately 14 minutes. The respondent landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Approximately 13 witnesses attended the hearing on behalf of the landlord, and they were all excluded from the outset.

The landlord stated that he did not receive the tenant's application for dispute resolution hearing package. He stated that he found out about the hearing from the Residential Tenancy Branch ("RTB") because he thought that the tenant would dispute the 1 Month Notice he issued to the tenant.

The landlord stated that he personally served the tenant with the 1 Month Notice on April 29, 2020. The effective move-out date on the notice is May 31, 2020. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was personally served with the landlord's 1 Month Notice on April 29, 2020. The tenant indicated in this application that he received the 1 Month Notice in person on April 29, 2020.

### Preliminary Issue – Dismissal of Tenant's Application

Rule 7.3 of the RTB *Rules of Procedure* states:

*7.3 Consequences of not attending the hearing: If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.*

In the absence of any appearance by the tenant, the tenant's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

#### Issue to be Decided

Is the landlord entitled to an order of possession based on the 1 Month Notice?

#### Analysis

In accordance with section 3(1) of *Ministerial Order M089*, issued March 30, 2020, pursuant to the State of Emergency declared on March 18, 2020, a landlord is not permitted to issue a notice to end tenancy to a tenant during the period of the order. In this case, the landlord issued the 1 Month Notice, dated April 29, 2020, to the tenant on the same date. This is during the period of the above order, which was effective on March 30, 2020.

Section 4(2) of *Ministerial Order M089* states that an Arbitrator must not grant an order of possession under section 55(1) of the *Act* during the period that the above order is in effect. This hearing occurred on June 11, 2020, during the period of the order, which was effective on March 30, 2020.

Accordingly, the landlord's 1 Month Notice, dated April 29, 2020, is cancelled and of no force or effect. The landlord is not entitled to an order of possession under section 55 of the *Act*. This tenancy will continue until it is ended in accordance with the *Act*.

#### 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.*

When I notified the landlord that he could not issue a notice to end tenancy during the state of emergency and that his 1 Month Notice was cancelled, he became upset and yelled at me. Every time I tried to speak, the landlord continued to speak at the same time as me, yell at me, and argue with me. He was upset, stating that no one at the RTB told him that he could not issue a notice to end tenancy during the state of emergency. He said that it was only notices to end tenancy for non-payment of rent that could not be issued. I notified him that information officers at the RTB could not provide legal advice or tell him what to do, they could only provide information if asked.

The landlord would not allow me to speak. Every time I tried to answer the landlord's questions and he agreed he was finished speaking, he continued to speak at the same time as me. I notified the landlord that I was trying to answer his questions, but I needed to be able to speak. The landlord became angry and continued to argue with me. Therefore, I ended the conference after 14 minutes, since the landlord would not allow me to speak.

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 he may be excluded from future hearings. In that case, a decision will be made in the absence of the landlord.

### Conclusion

The landlord's 1 Month Notice, dated April 29, 2020, is cancelled and of no force or effect. The landlord is not entitled to an order of possession under section 55 of the *Act*. This tenancy continues until it is ended in accordance with the *Act*. The tenant's application to recover the \$100.00 filing fee is dismissed 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: June 11, 2020

---

Residential Tenancy Branch