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Setting Aside and Varying Orders of the Residential Tenancies Dispute Resolution Service for Procedural Unfairness

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Cases Commented On: *21006414 (Re)*, 2021 ABRTDRS 19 (CanLII), *20003149 (Re)*, 2020 ABRTDRS 18 (CanLII), *20003525 (Re)*, 2020 ABRTDRS 21 (CanLII), and *Hammond v Hammond*, 2019 ABQB 522 (CanLII)

This post looks at how difficult it is to have an order of the Residential Tenancy Dispute Resolution Service (RTDRS) set aside or varied. The power of a Tenancy Dispute Officer (TDO) to set aside or vary their own order was added in 2017 to the *Residential Tenancies Dispute Resolution Service Regulation*, Alta Reg 98/2006 (*RTDRS Regulation).* Unfortunately, there has been little reported consideration of how the new section 19.1 works. There are three reported Reasons for the Decision from the RTDRS, all of which were written by TDO J. Young. The most recently added Reasons for Decision cited two Court of Queen's Bench cases that provide some principles that can be used to interpret section 19.1. It is therefore an opportune time to look at how easy (or difficult) it is for a landlord or tenant to persuade a TDO to set aside or vary the TDO's own order.

The short answer seems to be that the non-appearing landlord or tenant will not succeed if they chose, for no good reason, to ignore the Notice of Hearing that they received. To succeed, they must have intended to appear but been prevented from doing so by some inadvertent or interfering event or circumstance. The cases give us a better idea of what amounts to a "choice" and what reasons are "good reasons."

Before considering this issue, I will briefly mention how and why section 19.1 was added to the *RTDRS Regulation,* and set out the text of section 19.1 itself. In the conclusion, I add what is becoming a familiar caution about the use of the cases discussed in this post.

Background to Section 19.1

Section 19.1 was added on April 24, 2017 following a review of the regulation mandated by its April 30, 2017 expiry date. It was added, in part, due to the efforts of the Public Interest Law Clinic (PILC) which recommended changes to the *RTDRS Regulation* based on the significant problems discussed in several ABlawg posts I wrote in 2015 and 2016 (here, here, here, and here). See also the ABlawg post by Amy Matychuk and Jo-Ann Munn Gafuik, "Alberta amends the Residential Tenancy Dispute Resolution Service Regulation", discussing these efforts by PILC and assessing the amendments made to the *RTDRS Regulation*.

Section 19.1

In the following text of section 19.1, the key provision to note is subsection 19.1(5). It contains an exhaustive list of four pre-conditions, at least one of which must be met, before a TDO has the power to vary or set aside their own order. The issue of whether the order was made (1) without notice, (2) following the non-appearance of a party that was the result of an accident or mistake, (3) following the non-appearance of a party due to insufficient notice, or (4) for another reason of procedural unfairness seems to be the most common issue. The second pre-condition – a non-appearance due to an accident or mistake – seems to be the one most often raised.

> 19.1(1) A tenancy dispute officer may, by an order made in accordance with this section, set aside or vary an order of the tenancy dispute officer.
>
> (2) A tenancy dispute officer may set aside or vary an order under this section
>
> (a) on the tenancy dispute officer's own initiative, or
>
> (b) at the request of a party.
>
> (3) A request referred to in subsection (2)(b) must,
>
> (a) be made within 20 days after the earlier of
>
> (i) the date on which the Dispute Resolution Service provided a copy of the original order to the requesting party in accordance with section 20, and
>
> (ii) the date on which the original order first came to the requesting party's attention, and
>
> (b) unless the Administrator directs otherwise, be decided by the tenancy dispute officer who granted the original order.
>
> (4) A tenancy dispute officer may issue an interim order staying the order sought to be varied or set aside pending the tenancy dispute officer's determination under this section
>
> (a) on the tenancy dispute officer's own initiative, or
>
> (b) at the request of a party.
>
> (5) A tenancy dispute officer may set aside or vary an order
>
> (a) if the order was made without notice to one or more parties,
>
> (b) if the order was made following a hearing at which a party did not appear because of an accident, a mistake or insufficient notice of the hearing, or

(c) on other grounds consistent with procedural fairness.

(6) If a tenancy dispute officer issues an order to set aside under this section,

(a) the Dispute Resolution Service shall issue a notice of rehearing of the application that shows the date, time and location of the rehearing, and

(b) except as otherwise directed by the tenancy dispute officer, the rehearing shall be held in accordance with this regulation in all respects as if it were an original hearing.

(7) If a tenancy dispute officer issues an order under this section, a party may file a copy of that order with the Court of Queen's Bench, and on being filed,

(a) the original order is

(i) stayed as the interim order under subsection (4) provides, or

(ii) set aside or varied as the order under subsection (5) provides, and

(b) unless the Court of Queen's Bench orders otherwise, any execution or garnishee summons issued pursuant to the original order is stayed.

The Cases Interpreting Section 19.1

*20003149 (Re)*was decided in June 2020 and considered the request of a property manager following a telephone hearing in which the property manager and tenant participated. The request asked that the order be varied to remove the property manager as one of the parties liable to refund the tenant for a portion of their security deposit, as well as for some minor adjustments to amounts awarded to the landlord. The property manager's request was denied.

In the August 2020 Reasons for Decision in *20003525 (Re),* the requesting party was the landlord who did not attend the telephone hearing. Instead, the landlord telephoned the RTDRS and spoke to the TDO about rescheduling the hearing shortly after the hearing had concluded with an order requiring the landlord to refund the security deposit and pay a small damage award. The landlord's request was accepted.

21006414 (Re) is the most recent case, decided in August 2021. The requesting party was the tenant who had not attended the telephone hearing in which his landlord successfully applied to terminate the tenancy for substantial breaches of the tenancy agreement. The tenant's request was denied.

These cases – all of which involved telephone hearings – addressed the following points.

How is an Application to Vary or Set Aside an Order Made?

According to section 19.1(2), an order may be set aside or varied at the request of a party or on the TDO's own initiative. The RTDRS has a "Request for Residential Tenancy Dispute Resolution Services" form, RTDR11229 (aka RTDRS Request Form,) available by a link on their Application Forms webpage. A request to set aside or vary is the first type of request listed on the form.

The parties in *21006414 (Re)* and *20003149 (Re)* used the form. They indicated their reasons for their request in the space provided to do so on the form. Both of their requests were denied. However, it appears that a request can be made much less formally. In *20003525 (Re),* the landlord simply telephoned the RTDRS office after the hearing had concluded, spoke to the TDO who had conducted the hearing, and asked him to reschedule the already concluded hearing. TDO Young took that oral request to reschedule as an implied application to set aside his order (at 2). No RTDRS Request Form was required in this case.

When Must an Application to Vary or Set Aside an Order be Made?

According to section 19.1(3), a party must make their request to vary or set aside within 20 days of receiving a copy from the RTDRS or the order first coming to their attention. In *20003149 (Re)*, the order came to the attention of the property manager making the request at the end of the hearing, which that party had attended. In *20003525 (Re),* the order came to the attention of the landlord when they called the TDO shortly after the hearing had concluded.

However, it does seem that the 20-day time limit may not be strictly applied. In *20003149 (Re)*, the property manager did not submit his request to vary or set aside the order until 28 days had passed. Although finding the property manager's request was out of time, TDO Young wondered if a broad interpretation of section 19.1(2)(a) allowed him to vary the order on his own initiative outside the 20 day – or any – time limit (at 2). However, because he decided to deny the property manager's request, he considered that request without deciding whether he could do so under section 19.1(2)(a).

What is the Procedure Used to Decide if an Order Should be Set Aside or Varied?

In *20003149 (Re)*, TDO Young listened to the audio recording of the hearing and reviewed all the documents that had been submitted at the hearing (at 1), as well as noting the reasons set out on the RTDRS Request Form, in order to decide whether to set aside or vary his order on the property manager's request. He also considered the merits of the variations the property manager requested as part of his decision to deny the request to vary.

The procedure TDO Young followed in the subsequent two cases was different. In *20003525 (Re)*, it appears that he listened to the landlord who telephoned him shortly after the hearing concluded and, on the basis of that call, he stayed the enforcement of his order and set a new date for a hearing (at 2). It appears he stayed his order under section 19.1(4), either on his own initiative or as part of the landlord's telephone request for rescheduling. What is not clear is on what basis TDO Young scheduled a new hearing. According to section 19.1(6), a new hearing can only be scheduled if the TDO has ordered that his initial order be set aside. Yet TDO Young only states that he stayed his

order and "adjourned" to a later date in order "to ensure that both parties have had a full opportunity to be heard" (at 3). It is unclear whether the subsequent hearing was a new hearing or whether it was a continuation of the initial hearing at which only the tenant had been heard and at the end of which an order was issued.

In the most recent case, *21006414 (Re)*, TDO Young indicated that, if he is satisfied on a *prima facie* basis by the reasons set out in the RTDRS Request form that one of the four pre-conditions in section 19.1(5) exist, he typically issues an order that stays the enforcement of his initial order and schedules the matter for a new hearing to hear from both parties as to whether the initial order should be varied or set aside (at 2). In *21006414 (Re)*, the only thing TDO Young considered was the written RTDRS Request Form on which the tenant had indicated as his reasons for his not appearing. The tenant's request to set aside or vary the initial order was denied, which means the tenant did not make even a *prima facie* case.

Because the issue may be decided only on the basis of the written reasons set out in the RTDRS Request From, parties need to fill out that form carefully and explain in some detail why they could not or did not appear. The form itself only states:

> "Please explain your reasons for making this request, with reference to the Tenancy Dispute Officer's authority to set aside or vary the order granted. Attach any supporting documentation that you may have."

The form does summarize the TDO's authority (i.e., the reasons in section 19.1(5) that allow them to vary or set aside their order). However, it does not warn that filling out the form will likely be the party's only opportunity to explain their non-appearance.

What Does it Mean to Fail to Appear Because of an Accident or Mistake?

In the most recent Reasons for Decision in *21006414 (Re),* the tenant was properly served but did not attend and his tenancy was terminated for substantial breach. The substantial breach was found to be his refusal on multiple occasions to allow the landlord to conduct pest control treatments in the rented premises (at 1). Four days after the order was made, the tenant filed a written request to have that order set aside or varied for the following reason: "I was at work. I can't pick up a call. And I don't know a lot of English so I did not pick up" (at 1).

The key question in this case was whether subsection 19.1(5)(b) was met: was the tenant's non-appearance "because of an accident, a mistake"? However, in asking this question, TDO Young posed the issue this way: "can it be said that *deciding not to participate in a hearing because of being busy at work* or not having facility in English is a 'mistake or accident'?" (at 2, emphasis added). I am not sure how one reads "I was at work. I can't pick up a call." as "deciding not to participate … because of being busy at work." "Cannot" normally suggests the speaker had no choice, i.e., it was not their decision, but a condition of their employment. Perhaps it was the next sentence about "not picking up" because of not knowing a lot of English that suggested the tenant made a decision?

To answer whether the tenant's reasons for not appearing were mistakes, TDO Young considered two Court of Queen's Bench cases: *Hammond v Hammond*, [2019 ABQB 522 (CanLII)] and *Paciorkowska v Paciorkowski*, [2004 ABQB 585 (CanLII)], both of which considered the meaning of failing to appear due to an "accident or mistake" in Rule 9.15(1) of the Alberta Rules of Court, [Alta Reg 124/2010.] That rule provides: "On application, the Court may set aside, vary or discharge ... an order ... that was made ... (b) following a trial or hearing at which an affected person did not appear because of accident or mistake or because of insufficient notice of the trial or hearing" – wording almost identical to that in section 19.1(5)(b) of the *RTDRS Regulation.* In interpreting Rule 9.15(1), in *Hammond*, Justice Michael Lema placed emphasis on the word "because" in the requirement that a person "did not appear *because* of accident or mistake," noting:

> the key is inadvertent, or unintentional, non-attendance. Whether called an "accident" or a "mistake", the reason must satisfy a "but for" test: "but for (or except for) [insert reason], I would have attended." (at para 10)

Justice Lema added that the injustice that the judge has the discretion to remedy is the injustice of an order granted in the absence of a party who would have "but for some 'interfering' event or circumstance" attended the hearing (at para 12). Justice Lema also held that an "accident or mistake" requires that something interfere with or prevent a party from participating; choosing not to attend was not the kind of mistake that made it unfair to allow an order to stand (at para 17). In *Hammond*, the party who did not attend had not properly noted the date of the hearing, i.e., had not paid enough attention to the documents he was served with. The court inferred that the party either chose not to attend or chose not to read the documents (at para 25). Neither was a "mistake" or an "accident" and so the order was not set aside.

The person who did not attend the hearing in *Paciorkowska* was the party's lawyer. That lawyer's attendance at that hearing had been made peremptory by court order, and the lawyer had notified the court she would be away on the date for the hearing (at paras 5-17). The court's concluded that the lawyer "chose not to appear, irrespective of whether she believed that she had a good excuse for not appearing" (at para 21), which was the part of *Paciorkowska* relied on by TDO Young in *21006414 (Re)* (at 2-3).

When TDO Young applied the *Hammond* and *Paciorkowska* decisions in *21006414 (Re)*, he concluded that the tenant should have contacted the RTDRS in the five weeks between service of the Notice of Hearing and the hearing to seek guidance, or sought a translator, or asked for an adjournment, or had an agent appear for him (at 3). Instead, the tenant simply ignored the notice. TDO Young concluded that "ignoring the hearing because it is inconvenient or intimidating or uncomfortable" is not an accident or a mistake (at 3).

It is difficult to see why TDO Young came to a different conclusion in *21006414 (Re)* than he did in *20003525 (Re).* In that earlier case, the landlord did not attend after being properly served, but telephoned the RTDRS and spoke to TDO Young shortly after an order awarding damages and the return of the tenant's security deposit was made. The landlord said he was not aware of the hearing because, although the tenant gave him the Notice of Hearing three weeks before the hearing date,

the landlord did not look at the document (at 1). His reasons? He said he was too busy with more important things – a flooded house and a spouse in the hospital – to look at the Notice.

TDO Young did say that, no matter how serious the matters were that the landlord was dealing with when he was served, he should not have let three weeks go by without doing anything; he should have phoned the RTDRS to request an adjournment (at 2). TDO Young thought that subsection 19.1(5)(b) might apply because not looking at the Notice of Hearing was a mistake, but he doubted that the landlord's wilful ignorance was the type of mistake that fell within that subsection (at 2). He said the landlord did not offer "a sound and convincing rationale" and that he had grave doubts that procedural fairness required a new hearing but then – surprisingly – "erred on the side of caution to ensure both parties …had a full opportunity to be heard" (at 3).

Even if TDO Young thought that "can't pick up a call at work" was a choice to ignore the Notice of Hearing made by the tenant in *21006414 (Re)*, how different is that from being too busy with admittedly important problems to pay attention to the Notice of Hearing in *20003525 (Re)*? Why is the latter not a choice as well? The tenant in *21006414 (Re)* was criticized for not contacting the RTDRS for help in the time between service of the Notice of Hearing and the hearing (at 3), but so was the landlord in *20003525 (Re)* (at 2). What explains the different results when both the tenant and the landlord simply ignored the Notice of Hearing and neither had any intention of attending?

TDO Young does not say, but working conditions and difficulties with the English language are not the "interfering events or circumstances" that Justice Lema spoke of in *Hammond*. They would seem to be the norm in the tenant's life in *21006414 (Re)*. They are the sort of constraints on choice that could be seen as typical for that tenant. But for the landlord in *20003525 (Re)*, a wife in the hospital and a flooded home are the sort of things that are usually "interfering events or circumstances." Based on the principles set out in *Hammond*, this seems like an appropriate way to distinguish the two cases.

When the exercise of discretion by a TDO is involved, prediction of what will be an acceptable reason and what will be unacceptable is difficult. In theory at least, the more cases available of examples of what facts result in setting aside orders and what facts result in the order standing following the non-appearance by one party, the better the ability to predict the outcomes in future cases.

In *Hammond*, Justice Lema provided a list of reasons for non-attendance that older cases had accepted as accidents or mistakes (at para 13):

- A lawyer did not tell their client that they would be ceasing to act and would not attend a trial and their client thought their lawyer would attend on their behalf: *Dixon Real Estate Services Inc v Chin,* 1994 ABCA 152 (CanLII);
- A law firm assumed that because the documents that a father served them with were not filed with the court and the court staff that the firm telephoned assured them there was no record of an application: *Baker v Baker*, 2012 ABQB 296 (CanLII);
- A tenant who was working out-of-town was substitutionally served with a Notice of Hearing taped to the door of the rented premises and, when a friend phoned the tenant

about the Notice, the tenant telephoned the RTDRS to explain he was unavailable and to state the points he wanted to raise and was told by a clerk that the hearing would likely be rescheduled but he should send a letter to make sure, which he did: *Hewitt v Barlow*, 2016 ABQB 81 (CanLII) (a case commented on here);
- The law firm acting for the requesting party had inadvertently entered the wrong date for the hearing in its calendar system and the party's lawyer attended one day late: *Williams v Williams*, 2001 ABQB 780 (CanLII);
- Due to serious mental illness, a lawyer failed to respond to a request to admit and failed to attend a hearing that relied on the request to admit, and the party they represented was unaware of the hearing: *Gerling Global General Insurance Co v Siskind Cromarty Ivey & Dowler,* 59 OR (3d) 555, 2002 CanLII 49480 (ONSC); and
- A lawyer forgot to record the date of a hearing and therefore failed to attend the hearing on behalf of a client: *Central Canada Travel Services v Bank of Montreal,* 57 OR (2d) 633, 1986 CanLII 2576 (ONSC).

In all of these cases, the parties were either unaware of the hearing or they intended to appear at the hearing. No distinction was drawn between cases of non-attendance due to accident or mistake involving lawyers as opposed to the one involving a self-represented litigant.
Justice Lema also provided a list of cases where the reasons for non-attendance were found to be unacceptable, i.e., they were not accidents or mistakes (at para 14):

- A party was properly served at the address for service that they specified in their court documents, received a notice that certified mail had been delivered to that address, and simply failed to make arrangements necessitated by their work schedule to pick up the certified mail sent to that address: *Wilson v Bobbie*, 2006 ABQB 22 (CanLII);
- A law firm inadvertently failing to serve and file documents by the deadline and the lawyer, who had failed to act diligently on the file, failed to appear because of a mistaken belief that the filing was actually done: *Archibald v Canada (Attorney General),* 2017 FC 674 (CanLII);
- A plaintiff lost at trial, appealed and was awarded a new trial which they failed to attend because their lawyer did not advise them of the trial dates, but the plaintiff had failed to communicate with their lawyer for a year before the second trial: *Alliance Concrete Ltd v Robertson*, 2014 ABQB 401 (CanLII);
- Defendants who were served with notice of a hearing did not attend because they assumed that because they were not served with supporting materials by the self-represented plaintiff it meant the hearing would not go ahead: *Henderson v Pearlman,* 151 ACWS (3d) 425, 2006 CanLII 32908 (ONSC);
- A party assumed their agent, who was aware of the hearing but did not attend, would attend on the party's behalf, and provided no reason for the agent's non-appearance: *Tibbits v Canada (Minister of Natural Resources),* [1995] TCJ No 2, 52 ACWS (3d) 679; and
- In an 11-year-old motor vehicle action, one defendant who was served suffered from depression and was unable "to bring herself to attend the hearing" and her husband – also a defendant properly served – did not attend because he wanted "nothing further to do with the litigation" which he said was his wife's responsibility: *Dmytrenko (Litigation guardian of) v Vandenbor***,** [2009] OJ No 1473 (ONSC) at para 7.

The main difference between the accepted reasons for non-attendance and the unaccepted reasons seems to be the people on the latter list never intended to appear. Instead, they ignored the need for them to attend or made assumptions instead of following up and checking on whether their assumptions were correct.

Failing to Appear for Reasons Other than Accident or Mistake

The three Reasons for Decision all consider the same pre-condition in section 19.1(5), non-attendance because of accident or mistake. This discussion of the other three pre-conditions will therefore be brief.

The first and third pre-conditions deal with orders made without notice to one or more parties (in section 19.1(5)(a)) and orders made with insufficient notice of the hearing (in section 19.1(b)). For the most part, if parties follow the RTDRS instructions on who to serve, how to serve, what to do if the application package cannot be served, and how to prove service (here), the unfairness of no notice or insufficient notice will not arise. However, because posting notices to tenants in plain sight on the premises is allowed, and only three clear days notice are required (not including date of service, date of hearing, weekends or holidays), it is not hard to imagine circumstances in which there is insufficient notice, e.g., when a tenant works out of town.

The fourth pre-condition in section 19.1(5)(c) allows a TDO to vary or set aside their order on "other grounds consistent with procedural fairness." We do know "other grounds" must be similar to no notice, insufficient notice, or an accident or mistake. There may be technical issues specific to telephone hearings that fit within this pre-condition, such as when a party does not receive the TDO's telephone call at the appointed hour despite having their telephone at hand. The RTDRS Hearing Process webpage hints at problems such as this when it states that the "use of a cell phone during a hearing is discouraged as they are prone to connection and disconnection problems." A person who has followed all the RTDRS instructions for the Hearing Process but who does not receive a TDO's telephone call should have a good reason to request any order made in their absence be varied or set aside.

What Happens if the Original Order is Set Aside?

In his most recent Reasons for Decision, TDO Young indicated that his usual practice, if section 19.1 was satisfied, is to stay the original order and set a date to hear from both parties as to whether the original order should be varied or set aside.

Conclusion

It is clear that a successful application to vary or set aside a TDO's order must satisfy one of the four pre-conditions in subsection 19.1(5). The order has to have been made (1) without notice to a party, (2) or a party with notice must have failed to attend because of an accident or mistake, (3) or because of insufficient notice, (4) or another type of procedural unfairness must exist. Aside from the straightforward first pre-condition of no notice, because the decision is at the TDO's discretion, it is hard to predict what reasons will satisfy the other three pre-conditions.

Nevertheless, Justice Lema's interpretation in *Hammond* provides some guidance as to the second pre-condition: an "accident or mistake" requires that *something interfere with or prevent a party from participating*; choosing not to attend was not the kind of mistake that made it unfair to allow an order to stand (at para 17, emphasis added).

A note of caution is required. Although there is quite a bit of case law on acceptable and unacceptable reasons, not one of the five decisions discussed in this post is a binding precedent that must be followed by the TDOs. That limits the usefulness of the cases in predicting outcomes of future cases. The Court of Queen's Bench decisions are not binding because they interpret a different, albeit similarly worded, rule in a different regulation. None of the three TDO decisions are binding either. Each of the Reasons for the Decision released by the RTDRS ends with the following caution:

> The decisions of RTDRS tenancy dispute officers are specific to the facts of each case and are not binding precedents.

But TDO's decisions are of some use. The stated purpose for beginning to publish some of the RTDRS decisions as of January 1, 2019 was to enhance "transparency and access to justice" (Service Alberta Annual Report 2019/2020 at 19 and 21). It was said that parties could use the published decisions "to be better informed about how the *Residential Tenancies Act* [SA 2004, c R-17.1] is interpreted and applied by RTDRS, and to use this information to resolve disputes or prepare for an upcoming hearing" (at 21).

Admittedly, there are two problems with the "information" that is available for this particular issue of varying tor setting aside orders. One is that very few RTDRS decisions are published (see the discussion in "Tenant's Insurance, Ministerial Order No SA:005/2020 and Evictions of Residential Tenants"). In the 2019-2020 fiscal year, the RTDRS conducted 12,223 hearings (Service Alberta Annual Report 2019/2020 at 17), but CanLII's ABRTDRS database contains only 49 decisions made during the same time period. The Service Alberta Annual Report 2020/2021 tells us that the RTDRS made an average of 490 to 650 orders per month in the first year of the pandemic (at 20), but only 40 of those decisions have been published. Any impression of how TDOs handle cases that is based on less than one percent of RTDRS decisions may well be wrong.

The second problem is that all three RTDRS decisions considered in this post are written by TDO Young. This is no surprise as TDO Young has been responsible for at least 60% of all RTDRS published decisions each year. Very few of the other TDOs give written reasons for their decisions that are published. How they approach the question of varying or setting aside their orders is unknown. It would help fulfill the purpose of publishing RTDRS decisions if the Reasons for Decision of more TDOs were included in the CanLII database.

Therefore, because a decision to set aside or vary their order is in the TDO's discretion, because we only know the approach of one TDO, and because no TDO's Reasons for Decision are binding precedents, a slightly better idea of how section 19.1 is being interpreted is the best "transparency and access to justice" that the current case law on this issue can provide.

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