

DECISION

Dispute Codes: CNC, MNDC, OLC, PSF, LRE, AAT, RR, O

This hearing dealt with an application by the tenant 1) to cancel the notice to end tenancy for cause, 2) for a monetary order for compensation for damage or loss under the *Act* or tenancy agreement and 3) to allow access to and from the unit for the tenant and guests.

During the May 13, 2009 hearing, the tenant withdrew her application 1) for the landlord to comply with the *Act*, 2) to suspend or set conditions on the landlord's right to enter the rental unit 3) to allow the tenant to reduce rent for repairs, services and facilities agreed upon but not provided and 4) for the landlord to provide services or facilities required by law. During the same hearing, both parties also settled on the issue of allowing access to and from the unit for the tenant and guests. The tenant said that the landlord had parked his truck on the driveway in front of the tenant's unit. The landlord explained that on several occasions, he did park his truck on the driveway for repair but it was never for more than ½ a day. The landlord said that he would definitely clear the driveway for the tenant's use. The tenant was satisfied with the landlord's explanation.

During the June 24, 2009 hearing, both parties agreed for the tenancy to end on August 31, 2009. I therefore grant the landlord an order of possession effectively August 31, 2009. If the landlord serves the order of possession on the tenant and the tenant fails to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

During the same hearing, the tenant asked for an adjournment for her application for a monetary order for money owed or compensation for loss under the *Act* or the tenancy agreement. She gave these reasons for her adjournment request. Her agent, who is her daughter, had to leave town for a family emergency and

took all of the documents pertaining to this application with her. Therefore, the tenant was unable to proceed with her claim. I do not find the tenant's reasons for adjournment request to be serious and compelling. This hearing was set on May 19, 2009 and the parties were notified of the June 24, 2009 hearing date on that day. The parties had more than one month to prepare for this hearing. No reason was given as to why the landlord's agent had failed to leave the documentary evidence with the landlord when she was aware of the hearing date. As well, no reason was given as to why the landlord's agent could not have participated in this conference call hearing from where she was located. I therefore declined the tenant's adjournment request and I dismiss her application for a monetary order for money owed or compensation for loss under the *Act* or tenancy agreement.

Dated June 24, 2009.
