



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Waterford Developments Ltd.
and [tenant name suppressed to protect privacy]

INTERIM DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenant's application pursuant to section 49 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice). Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to present their views with respect to the written and oral request from the landlord's counsel for an adjournment of this hearing.

The tenant confirmed that in late March 2013, she received the landlord's 2 Month Notice in which the landlord requested vacant possession of her rental unit by May 31, 2013. The landlord's representative at this hearing (BL) confirmed that the landlord received a copy of the tenant's dispute resolution hearing package sent by registered mail on April 10, 2013.

Issues(s) to be Decided

Should the landlord be granted an adjournment of this hearing to a time to be set later?

Background and Evidence

Although neither party submitted any copy of the 2 Month Notice into written evidence, they agreed that the landlord was seeking an end to this tenancy so that repairs could be undertaken to the rental unit.

In an April 23, 2013 letter copied to the tenant, the landlord's counsel requested an adjournment of the hearing of the tenant's application to cancel the 2 Month Notice so as to allow the landlord's counsel to properly prepare for this hearing and introduce evidence from the contractor hired to undertake the repairs. The landlord's counsel maintained that this information from the contractor would provide assistance in my consideration of the tenant's application and whether vacant occupancy of the premises is needed in order to conduct the necessary repairs. He requested an adjournment until the week of May 20, 2013, maintaining that this would still enable the 2 Month Notice to take effect by May 31, 2013, if the tenant's application were dismissed.

Although the tenant and her advocate had received the written request for an adjournment from the landlord's counsels four days before this hearing, they did not agree to the adjournment request. The tenant's advocate noted that the tenant was concerned that she might have little time to vacate the premises if her application were dismissed and an Order of Possession issued on the basis of the landlord's 2 Month Notice. At present, there were over 30 days between the date of the initial hearing of April 30, 2013, and the stated effective date on the 2 Month Notice, May 31, 2013.

Analysis

Rule 6 of the Residential Tenancy Branch's (the RTB's) Rules of Procedure (the Rules) establish the rules with respect to the rescheduling and adjournment of dispute resolution proceedings. Since the tenant did not agree to the adjournment request, the hearing proceeded at the scheduled time in accordance with Rule 6.2.

Rule 6.3 enables me to adjourn a hearing at any time at the request of any party to a dispute, even after a hearing has commenced. However, in considering the request for an adjournment from the landlord's counsel, I am required to consider the criteria for granting an adjournment as set out in Rule 6.4.

After considering each of the five criteria set out in Rule 6.4, I am not satisfied that the tenant would be prejudiced by the requested adjournment. It is the landlord who is seeking an end to this tenancy and if the landlord is not concerned about additional delay, I find that it is appropriate to grant this adjournment. I also am satisfied that the provision of evidence from the landlord's contractor will contribute to my understanding of the reasons for the requested end to this tenancy and are in accordance with the objective and purpose as set out in Rule 1 of the Rules of Procedure.

In agreeing to the request for an adjournment, I noted that there was no guarantee that the scheduler for the RTB would be able to accommodate the request for a reconvened hearing during the week of May 20, 2013, and that it was very possible that this hearing might not be able to be reconvened until after the effective date cited in the landlord's 2 Month Notice. I also advised those representing the landlord at this hearing that I would give consideration to the tenant's concerns that a delay in hearing this matter could prejudice her if this led to insufficient time being provided to her to end her tenancy. In granting the landlord's counsel the requested adjournment, I noted that I will give both parties an opportunity to make representations regarding the timing of any potential end to this tenancy at the reconvened hearing.

Conclusion

I find it appropriate to grant an adjournment, and I order that a time be set aside for a reconvened hearing to take place. **Notices of Reconvened Hearing are enclosed with this decision for the applicant (the tenant) to serve, with all other required documents, upon the landlords within three (3) days of receiving this decision in accordance with section 88 of the Act.** The tenant is ordered to serve the landlord with the notice of hearing. Both parties are allowed to submit written evidence to one another and to the Residential Tenancy Branch (the RTB) as soon as that becomes available and, in any event, at least seven days before the reconvened hearing and in accordance with Rule 4 of the RTB's Rules of Procedure. I also order the landlord to enter into written evidence a copy of the landlord's 2 Month Notice.

This interim 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 03, 2013

Residential Tenancy Branch

