



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, MT, RP, ERP, OLC

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for more time to apply to set aside a Notice to End Tenancy for Cause; for an Order requiring the Landlord to make repairs; and for an Order requiring the Landlord to comply with the tenancy agreement and/or the *Residential Tenancy Act (Act)*.

At the outset of the hearing on October 02, 2013 the Advocate for the Tenant requested an adjournment. She stated that she is employed by Axis Family Resources Ltd.; that she works as a support worker for the Tenant, who is 18 years of age; that the Tenant has a young daughter; that she is personally aware that the Tenant's mother passed away on September 29, 2013; that the Tenant is an orphan as her father pre-deceased her mother; and that the Tenant is not able to participate in these proceedings as she is dealing with the recent death of her mother.

The Agent for the Landlord opposed the adjournment as the rental unit is being damaged by the Tenant and there has already been a delay of approximately 2 months since the Notice to End Tenancy for Cause was served and a delay of approximately 6 weeks since the Tenant filed that Application for Dispute Resolution. He acknowledged that rent has been accepted for October of 2013.

The application for an adjournment was granted. The decision to grant an adjournment was made on the basis of the tender age of the Tenant and on the recent passing of the Tenant's mother. I find that it would be difficult for the Tenant to properly respond to this dispute under these circumstances. The decision was also based on the undisputed testimony that rent has been paid for October of 2013. Given that rent has been paid, I did not find that a delay of a few weeks will not place the Landlord at a significant financial disadvantage.

In determining that an adjournment was appropriate, I noted that the Landlord has submitted no documentary evidence of damage to the rental unit. In an attempt to reduce any negative impact the adjournment may have on the Landlord, the parties

were advised that the Landlord may inspect the rental unit on a bi-monthly basis, until such time as this matter is concluded. Given that the Landlord has the right to apply to end the tenancy early for extraordinary damage, I determined that an adjournment was appropriate

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside; should the Tenant be granted more time to apply to set aside the Notice to End Tenancy; and is there a need for an Order requiring the Landlord to make repairs or to comply with the *Act*?

Background and Evidence

At the outset of the hearing on November 18, 2013, the Tenant withdrew her Application for Dispute Resolution, as she has vacated the rental unit.

Analysis

I find this Application for Dispute Resolution has been withdrawn.

Conclusion

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: November 18, 2013

Residential Tenancy Branch

