



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lookout Emergency Aid Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, MNDC, AAT

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 an Order requiring the Landlord to provide him with access to the rental unit; and for a monetary Order for money owed or compensation for damage or loss.

At the outset of the hearing on November 27, 2013 the Landlord and the Advocate for the Tenant agreed that the Tenant has been hospitalized and is unable to attend the hearing.

The Landlord and the Advocate for the Tenant agree that the parties have reached a settlement agreement, however the Advocate for the Tenant stated that she does not have authorization from the Tenant to enter into a formal settlement agreement on his behalf or to withdraw the Application for Dispute Resolution on his behalf.

Given that the Tenant is hospitalized and the Advocate for the Tenant does not appear to have authority to act on his behalf, I find it appropriate to adjourn this matter. The Advocate for the Tenant stated that she will attempt to have the Tenant cancel the adjourned hearing if the parties are able to settle this dispute prior to the date of the reconvened hearing.

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; is there a need to issue an Order providing the Tenant with access to the rental unit; and is the Tenant entitled to a monetary Order?

Background and Evidence

The reconvened hearing was scheduled to commence at 10:30 on January 27, 2014. The Landlord was represented at the reconvened hearing, but the Tenant had not appeared by the time the hearing was concluded at 10:40 a.m.

At the reconvened hearing the Agent for the Landlord stated that the dispute address on the Application for Dispute Resolution is incorrect. I am unable to amend the Application for Dispute Resolution without the consent of the Tenant, however, and I have therefore have not amended the dispute address.

Analysis

I find that the Tenant has failed to diligently pursue this Application for Dispute Resolution and I dismiss the Application without leave to reapply.

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: January 27, 2014

Residential Tenancy Branch

