



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, OLC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution seeking a monetary order and order to have the respondent comply.

The hearing was conducted via teleconference and was attended by the applicant and both respondents.

At the outset of the hearing the applicant requested an adjournment because she stated she was at an emergency room with her father who had fallen and injured himself earlier on the date of the hearing. The applicant indicated that at the time of the start of the hearing they were waiting for her father to have some tests completed. The applicant was available at that time to present her case. I do note that an hour after the start of the hearing the applicant left the hearing and despite waiting an additional 15 minutes for her to return to the call she did not do so.

Prior to considering the request for adjournment the applicant testified that she had served the respondents with her evidence by attaching the evidence to the front door of the respondents' home on January 22, 2015 and that this service was witnessed by a third party. The applicant confirmed that she did not submit any evidence to the Residential Tenancy Branch. I note the applicant filed her Application for Dispute Resolution on August 1, 2014.

The applicant testified that she had not served any of her evidence to the respondents until January 22, 2015 because she needed additional time to gather some of her evidence and to ensure she was presenting her evidence properly. The applicant indicated that she had photographic and video evidence taken during the tenancy and shortly after; that she had medical documentation that was obtained in September or October 2014.

The applicant later also indicated that she had receipts for medical expenses and the cost of furniture that she indicated required replacement. While the applicant did not indicate any dates associated with these receipts, I find that some of them would have been in the applicant's possession (such as furniture costs) prior to the submission of her Application. The only item, it appears, that the applicant was waiting for was a

document from a mould expert from a local university. The applicant did not indicate when she received this document.

The respondents testified that they had not received any evidence at all from the applicant. The applicant identified who her witness was and the respondent provided contact information for the witness. I attempted to call the witness into the hearing however there was no answer and no testimony from this witness was provided.

When parties provide verbal testimony regarding their version of events that are equally plausible the party with the burden of proof is required to provide additional evidence to corroborate and substantiate their position. As the applicant was unable to provide any evidence to confirm her position that she served the respondents I found the applicant has failed to meet the burden of proof. I therefore found, the respondents were not served the applicant's evidence and the hearing would proceed without consideration of the applicant's documentary evidence.

Residential Tenancy Branch Rule of Procedure #6.4 outlines the criteria I must consider before granting an adjournment. The Rule lists the following considerations:

1. Whether the purpose for which the adjournment is sought will contribute to the resolution of the matter;
2. Whether the adjournment is required to provide a fair opportunity for a party to be heard, including whether a party had sufficient notice of the dispute resolution proceeding;
3. The degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment; and
4. The possible prejudice to each party.

Based on these considerations I find an adjournment will not contribute to the resolution of the applicant's claim. While I found that the applicant had failed to serve the respondents with her evidence I find that request for adjournment is not based on an intentional action or neglect on the party of the applicant. However, as the Application was filed on August 1, 2014 I find to delay the hearing would not have any impact on its resolution.

I also note that during the hearing the applicant indicated that she had moved out of the rental unit sometime in 2013 but that her father continued to live in the rental unit only and she obtained her own residence in different community. The respondents confirmed that the applicant had vacated the unit sometime in 2013 but that they only found out after the fact and were not certain as to when she did move out.

I note that the applicant's claim is based, at least in part, on the requirement to move out of the rental unit in July 2014; for replacement furniture; clothing; and personal effects and for medical expenses incurred by her father. As the applicant had already moved out of the rental unit a year previously to live at a new location and her father and the respondents continued a tenancy relationship that did not include the applicant,

I find that any costs that may or may not have resulted from any actions or neglect on the part of the respondents was a matter between the applicant's father and the respondents.

As such, I find the applicant in this Application for Dispute Resolution is not a party to the tenancy and therefore has no standing to make claim against the respondents.

Issue(s) to be Decided

The issues to be decided are whether the applicant is entitled to a monetary order for compensation and to recover the filing fee from the respondent for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 67, and 72 of the *Act*.

Conclusion

Based on the above, I dismiss this Application for Dispute Resolution in its entirety.

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: February 27, 2015

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Residential Tenancy Branch

