



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes OPC, MNSD, MNDC, CNC, OLC, RR, FF

This hearing was set to deal with two related applications. One is the landlord's application for an order of possession based upon a 1 Month Notice to End Tenancy for Cause, a monetary order, and an order allowing the retention of the security deposit in partial satisfaction of the claim. The other is the tenant's application for orders setting aside the 1 Month Notice to End Tenancy for Cause; compelling the landlord to comply with the Act, regulation or tenancy agreement; and allowing the tenant to reduce the rent for repairs, services or facilities agreed upon but not provided. Both parties appeared and had an opportunity to be heard.

At the start of the hearing the tenant asked that the hearing be adjourned. He explained that because of his age and medical condition he found the amendments to the notice to end tenancy and the volume of evidence filed to be overwhelming. He also explained that his advocate was away on holiday and no one was covering her work load in her absence. The landlord was anxious to proceed because she said the tenant's behaviour is creating problems with contractors and workmen and she is being pressed by the insurance company.

The landlord had filed a letter from the tenant's advocate to herself dated February 23, 2015, which stated: "This is to advise that I am no longer representing your tenant . . . in any current or future dispute resolution proceedings related to his tenancy. Please direct all future communication and/or evidence directly to him."

I advised the parties that:

- We had 90 minutes set aside for the hearing today.
- Based upon the volume of evidence filed I did not expect to finish the hearing today.
- The *Rules of Procedure* required me to hear the landlord's evidence first on an application of this nature.
- Parties wait for months for a hearing date and I did not like to waste hearing time.

In light of all these factors I was going to start the hearing and hear the landlord's evidence first. When the landlord had completed her evidence the hearing would be stopped, to be continued on a subsequent date. This would give the tenant time to prepare. The tenant confirmed that he was able to take notes and would be able to provide them to his advocate.

Next I reviewed all of the evidence filed by each side and confirmed that each package had been served on the opposing party. The landlord and tenant advised that the landlord had served and filed a final package yesterday. That particular evidence package was not yet on the file.

I then proceeded to hear the landlord's oral testimony. She completed her evidence about ten minutes before the end of the time set aside for the hearing.

When we discussed a time and date that would be convenient for all parties the landlord stressed the deadlines imposed on her by her insurance company as the reason for wanting the earliest possible date. I acknowledged that landlord's desire to have this matter concluded as soon as possible but pointed out that between hearings already scheduled and a planned absence from the office I was not available for the next three weeks. I suggested March 31 as the continuation date even though I am not scheduled to work on that date to accommodate the parties.

The parties agreed that the hearing will be continued on March 31, 2015, at 1:00 pm, a date and time convenient to all. The parties were advised the telephone number and code will be the same on March 31. Three hours will be set aside for the continuation.

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: March 10, 2015

Residential Tenancy Branch

