



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding EASYRENT REAL ESTATE SERVICES LTD  
and [tenant name suppressed to protect privacy]

## **INTERIM DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for unpaid rent, for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:02 am in order to enable the tenant to connect with this teleconference hearing scheduled for 10:30 am. The landlord's agent ("the landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions. The landlord testified, providing supporting statement that the tenant was personally served with the landlord's original Application for Dispute Resolution Hearing package on October 24, 2014 as the tenant vacated the rental unit.

The landlord testified that he filed an amended application with respect to this tenancy, seeking a further sum of money. He stated that the tenant had provided no forwarding address and that he has been unable to serve the new details of the Application for Dispute Resolution to the tenant but that he scanned and emailed them to the tenant's email address. As this is not an acceptable means of service under the service provisions of the *Act*, I am unable to consider the amended application at this time.

### Preliminary Issue: Application to Adjourn

The landlord also testified that he submitted a 30 page evidence package to the Residential Tenancy Branch (the RTB) and the tenant on October 20, 2014 after filing his original application. Unfortunately, these materials were unable to be located for hearing. The landlord described the materials as having substantial relevance and that

his evidence supported the claim of damage to the strata property by the tenant and the tenant's guests. The landlord's original application states,

*Tenant has outstanding amount owing to landlord and strata. The tenant is not willing to pay any of the amount owing - which falls on the tenant responsibility. damage to strata property (parking gate), NSF fee, move in fee, and outstanding invoice for repairs to unit due to tenant negligence. \$25 NSF + \$100 Move In Fee + Strata Property Damage outstanding \$1667 + Invoice not paid for Air Con/Heat service call \$78.75 for a total of \$1870.75.*

The landlord testified that the amended application related to a returned cheque provided to the landlord by the tenant. As the landlord's substantive evidence package was unavailable, the landlord sought an adjournment to re-submit materials and proof that he had previously filed these documents.

The criteria provided for granting an adjournment, under Rule 6.4 of the Rules of Procedure are;

- whether the purpose for which the adjournment is sought will contribute to the resolution of the matter in accordance with the objectives set out in Rule 1...
- whether the adjournment is required to provide a fair opportunity for a party to be heard, including whether the party had sufficient notice of the dispute resolution hearing...
- the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment; and
- the possible prejudice to each party.

There is no doubt that the provision of evidence with respect to this hearing will help elucidate matters and contribute to a fair conclusion of this dispute. The landlord has testified that he has made a thorough and complete application and wishes to rely on his materials at the hearing to support his position. This adjournment arises out of the Branch's inability to locate evidence which the landlord maintained was submitted to the Branch, and not on omissions or neglect on the part of the applicant/landlord. The landlord requested the adjournment of this hearing and, given the nature of the original application, testified that he will not be prejudiced by a time delay. I find the tenant will not be prejudiced as the tenant will have an opportunity to attend the next scheduled hearing if they choose to do so. The tenant was successfully served by the landlord with his original application so there is no prejudice to the tenant in regard to an opportunity for the landlord to act to correct a failure to serve documents.

As the tenant did not attend this hearing and the landlord has provided testimony under oath that he intends to make further attempts to contact the tenants, the possibility of resolution or, at least, representation of both parties at the hearing will only improve with the granting of this adjournment. The landlord's application to adjourn this hearing was granted in the circumstances. The hearing was adjourned on the basis of the landlord's sworn submissions that the tenant has been served with his evidence package from October 20, 2014 and that the materials were previously submitted to the Residential Tenancy Branch.

I order that the landlord is not permitted to amend his application for dispute resolution after the date of this decision.

I also order that the only additional evidence I will consider is the copy of the missing written evidence that was not before me at hearing and which the landlord claimed to have submitted previously to both the Branch and the tenant.

I order that the landlord may make efforts with respect to service of the amendment submitted to the RTB in December 2014.

### Conclusion

I Order that a reconvened hearing be scheduled. **Notices of hearing are included with this Interim Decision for the Landlord to serve to the Tenant within 3 days of receipt of this Interim Decision.**

Each party must serve the other and the Residential Tenancy Branch with any evidence that they intend to reply upon at the reconvened hearing. For more information see our website at:

[www.gov.bc.ca/landlordtenant/](http://www.gov.bc.ca/landlordtenant/)

If either party has any questions they may contact an Information Officer with the Residential Tenancy Branch at:

**Lower Mainland:** 604-660-1020

**Elsewhere in BC:** 1-800-665-8779

The landlord is also ordered to provide the Branch with copies of all documentary evidence on which the landlord intends to rely. For the tenant's part, the tenant should supply their evidence to the landlord and to the Branch in accordance with Rule 4 of the Branch Rules of Procedure.

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 20, 2015

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Residential Tenancy Branch