



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.
and [tenant name suppressed to protect privacy]

INTERIM DECISION

Dispute Codes OPC, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession pursuant to a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The landlord's representatives and intended witnesses called in and participated in the hearing and the tenant attended with her social worker who is acting as the tenant's advocate.

Background and Evidence

There have been several previous hearings and decisions rendered with respect to this tenancy. The tenant's application to cancel a Notice to End Tenancy for cause was heard on July 27, 2015 and in a decision rendered on July 30, 2015, the arbitrator allowed the tenant's application and ordered that the Notice to End Tenancy served on May 29, 2015 be cancelled. The arbitrator also ordered that the tenant grant access the landlord and its pest control provider to have access to the rental unit to inspect and, if necessary, treat the unit for pests, including mice and bedbugs and that she comply with reasonable instructions regarding any treatment that might be directed.

The landlord served the tenant with a second Notice to End Tenancy for cause dated July 29, 2015. The tenant applied for dispute resolution to cancel this second Notice to End Tenancy for cause. The tenant's application was heard on October 19, 2015 at the Residential Tenancy Branch in Burnaby. The landlord's representative did not attend the hearing. In a decision dated October 20, 2015, the arbitrator ordered that the Notice to End Tenancy be cancelled and that the tenancy will continue.

The landlord applied for review consideration of the October 20th decision and the application was granted on the ground that the landlord was unable to attend the hearing because it was not properly served with notice of the hearing by the tenant. The arbitrator suspended the October 20th decision and ordered that a review of the October 20th decision be conducted by holding a new hearing with respect to the tenant's application to cancel the Notice to End Tenancy. The review hearing is scheduled to be heard by conference call at 9:30 A.M. on Monday December 14, 2015.

The landlord's application that is before me on this hearing seeks an order for possession pursuant to the same Notice to End Tenancy that was addressed in the October 20th decision now scheduled for review hearing. At the hearing before me the landlord's representative wished to proceed with the hearing and requested that the review hearing set for December 14th also be dealt with at this hearing. The tenant's advocate said that the tenant was unprepared and unwilling to consent to have the review hearing heard today together with the landlord's application. The tenant's position is that the landlord's application should be adjourned, to be heard as a cross-application together with the review hearing on December 14, 2015.

Analysis and conclusion

The landlord's application was filed on October 2, 2015; it should have been scheduled as a cross-application to be heard together with the tenant's application set for hearing on October 19th. The applications were not scheduled to be heard together, presumably because the landlord was unaware of the tenant's pending application.

The tenant was not prepared to consent to having the review hearing heard today with the landlord's application. The two matters must be heard together as cross-applications; therefore I have no alternative but to adjourn this application to be heard by conference call at 9:30 A.M. on December 14, 2015. The parties already have the call-in particulars for the December 14th hearing and I will not cause a new hearing letter to be sent for this rescheduled hearing.

During the hearing I requested that the tenant's advocate ensure that all the documentary evidence submitted by the tenant has been delivered to the landlord and if not, to deliver it as soon as possible.

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: December 03, 2015

Residential Tenancy Branch

