



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEWTON KINSMEN HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

INTERIM DECISION

Dispute Codes OPR MNR MNDC FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for:

- an Order of Possession for Unpaid Rent pursuant to section 55;
- a monetary order for unpaid rent, damage or loss pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The tenant acknowledged receipt of the 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") served by the landlord by posting the 10 Day Notice on the tenant's door on March 2, 2016. The tenant also acknowledged receipt of the landlord's Application for Dispute Resolution ("ADR") on March 14, 2016 by registered mail. I find the tenant was sufficiently served with both the 10 Day Notice and the landlord's ADR in accordance with the Act.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for Unpaid Rent?

Is the landlord entitled to a monetary order for unpaid rent, damage or loss?

Is the landlord entitled to authorization to recover the filing fee from the tenant?

Background and Evidence

This tenancy began on April 1, 2013 as a month to month tenancy. The current market rental amount is \$964.00 and the current subsidized rental amount is \$466.00. At the core of this dispute is whether the tenant continues to have her rent subsidized. The landlord applied for a monetary award and for an Order of Possession for Unpaid Rent

based on the position that the tenant no longer qualifies for subsidy and therefore has the difference between subsidized and market rent amounts in arrears. However, the tenant claims that she continues to qualify for subsidy. Neither party provided documentary evidence with respect to the current status of the tenant's rental subsidy. Neither party submitted a copy of a 2 Month Notice to End Tenancy based on the ground that the tenant no longer qualifies for a subsidized rental unit.

The tenant requested an adjournment and the landlord consented to an adjournment of this matter in all of the circumstances. The tenant testified that she is addressing the issues relating to her subsidy in a hearing in one month. The landlord testified that he required time to provide documentation with respect to the status of the tenant's subsidy for his application and to add other documentation with respect to this tenancy and his application.

The Residential Tenancy Branch Dispute Resolution Rules of Procedure outlines the appropriate steps when adjourning a hearing. Rule No. 7.8 provides that, "[a]t any time after the dispute resolution hearing begins, the arbitrator may adjourn the dispute resolution hearing to another time ..."

Rule No. 7.9 provides that criteria for granting an adjournment,

- the oral or written submissions of the parties;
- the likelihood of the adjournment resulting in a resolution;
- the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment;
- whether the adjournment is required to provide a fair opportunity for a party to be heard; and
- the possible prejudice to each party.

In these circumstances, I note that the submissions of both parties are that an adjournment is appropriate and required. I also find that the need for the adjournment does not reflect neglect by either party but that there is a distinct possibility that this matter may be resolved given further time, communication and the provision of the appropriate documentation by each party to the other. If a further hearing is required, I find that the adjournment will allow each party to present their submissions with the appropriate documentation which will provide the best information on which to make a fair decision. I find that neither party is prejudiced by the granting of an adjournment of this hearing. Each party will ultimately benefit from the adjournment and the time to reflect on their position.

I find the objective of the Dispute Resolution process; to ensure a fair, efficient and consistent process for resolving disputes for landlords and tenants can only be met by adjourning this hearing.

The request for an adjournment was granted. The hearing was adjourned.

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/

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 their part, the tenants 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: April 26, 2016

Residential Tenancy Branch