



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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### Introduction

This hearing dealt with applications from both the landlords and the tenant under the *Residential Tenancy Act* ("the Act"). Both parties applied for an "other remedy" under the Act; particularly, to determine whether a fixed term tenancy should end.

### Issue(s) to be Decided

Should the fixed term tenancy end?

### Preliminary Issue: Adjournment of the hearing

The tenant's agent appeared at this hearing to request an adjournment. The tenant's agent referred to evidence submitted prior to this hearing requesting an adjournment of the proceeding for medical reasons. The landlord confirmed receipt of requests by the tenant to postpone this dispute resolution hearing however the landlord provided no response to the tenant prior to this hearing. The tenant's agent advised that the tenant is currently in hospital and therefore cannot be present for this hearing.

With respect to the tenant's request for an adjournment, I refer to the Dispute Resolution Rules of Procedure No. 7 that include a requirement that I consider the criteria provided for an adjournment and provide reasons when granting an adjournment application.

- 7.8      At any time after the dispute resolution hearing begins, the arbitrator may adjourn the dispute resolution hearing to another time. A party or a party's agent may request that a hearing be adjourned. The arbitrator will determine whether the circumstances warrant the adjournment of the hearing.

Rule No 7.9 provides the criteria to consider when granting an adjournment;

Without restricting the authority of the arbitrator to consider other factors, the arbitrator will consider the following when allowing or disallowing a party's request for 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.

I have considered the submissions of both parties with respect to an adjournment. The landlord opposes the adjournment and argues that there is urgency to this matter. The landlord testified that he has been provided with time sensitive permits with respect to the residential premises. The tenant's agent stated candidly that he is unable to proceed on behalf of the tenant. I find the tenant has raised a valid reason to request an adjournment given the inescapable medical circumstances. I acknowledge that there is a need to proceed with this matter as soon as practicable. However, I also note that the tenant attempted to arrange a brief adjournment of this matter prior to the hearing date.

Both the landlord and tenant are applicants and respondents in this matter. The heart of this matter is the most serious nature of a Residential Tenancy application: whether a tenancy will continue. I find that it is necessary that the tenant attend, having an opportunity to participate in the presentation of her application, and to respond fully to the landlord's application. It is integral to the fairness of the dispute resolution process that each party be provided an opportunity to hear the claim against them and an opportunity to make submissions. While I acknowledge that the delay causes inconvenience and loss of time to the landlord, I find that loss is outweighed by the loss to the tenant if she cannot attend in support of her application with respect to the end or continuation of this tenancy.

I am also optimistic, given that both parties appear ready to proceed that the provision of further time will allow the parties to discuss and consider a resolution of this matter. I find that this adjournment does not arise out of any negligence by the tenant or the landlord but that it is necessary in the circumstances. It is integral to the dispute resolution process that each party is provided with a full and meaningful opportunity to be heard. Therefore, I adjourn this hearing at the tenant's request.

Conclusion

I Order that this hearing be reconvened July 4, 2016 at 9:30am.

**Notices of hearing are included with this Interim Decision sent by the Residential Tenancy Branch to the Landlord and the Tenant.** No further evidence will be accepted for this reconvened hearing.

For more information see the Residential Tenancy Branch 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

Both parties are also ordered to provide the Branch with copies of all documentary evidence on which the parties intend to rely. For their part, both parties should ensure that they supply their evidence to the other party and to the Branch in accordance with Rule 4 of the Branch Rules of Procedure.

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: June 01, 2016

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Residential Tenancy Branch