



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 the tenant's Application for Dispute Resolution seeking to cancel a mutual agreement to end tenancy and assorted orders regarding the tenancy.

The hearing was conducted via teleconference and was attended by the female tenant and the landlord.

At the outset of the hearing the tenant requested an adjournment. The tenant submitted her need for the adjournment is to obtain legal representation from the Law Centre who currently does not have any staff available until October 24, 2016 to represent the tenant.

In addition, the tenant submitted that the landlord has changed the locks on September 1 and 2 2016 to the residential property and she is no longer living in the rental unit. As such, the tenant submits that the nature of her Application has changed and she would like to amend her Application for Dispute Resolution to change it from a claim regarding an ongoing tenancy to a monetary claim for the return of her security deposit and compensation from the landlord for towing her vehicle and her living expenses since she was locked out of the residential property. The tenant identified that she does not want to reinstate the tenancy.

The landlord submitted that she objected to an adjournment because the tenant has had sufficient time to find legal representation and that the entire nature of the tenant's Application has changed and as such it should not be considered.

Residential Tenancy Branch Rule of Procedure 7.9 states that 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.

Based on the submissions of both parties, I concur with the landlord's position that by virtue of the changes in the tenancy and the requested amendments the tenant is seeking the very nature of the tenant's claims has significantly changed from what was originally applied for by the tenant. In addition, I find that the issues identified in the tenant's Application are now moot – as the tenant no longer lives in the property and does not want the tenancy reinstated.

As such, I find that an adjournment will in no way contribute to a resolution of the matters identified in the tenant's Application. Further, the requested amendments sought by the tenant are for monetary compensation for which the tenant has not yet identified any amounts she is seeking or has provided any evidence to support any of her monetary claims despite being locked out of the rental unit over a month prior to the hearing.

Based on the above, I dismiss the tenant's request for an adjournment.

After I advised the parties that I would not grant the tenant's request for adjournment the tenant agreed to withdraw her Application for Dispute Resolution at this time. I note that the tenant remains at liberty to file a new Application for Dispute Resolution seeking compensation for any losses resulting from the tenancy within all applicable restrictions set forth in the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a Mutual Agreement to End Tenancy; an order to be allowed to pay rent on the 1st and 15th of each month; an order to apply a security deposit to rent; and an order to have the landlord serve a notice to end tenancy, pursuant to Sections 44 and 65 of the *Act*.

Conclusion

I accept the tenant's withdrawal of her Application for Dispute Resolution.

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: October 06, 2016

Residential Tenancy Branch