



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES INC OMNI  
GROUP INC and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **FFT MNDCT**

### Introduction

This is an application by the tenant under the Residential Tenancy Act (“the *Act*”), for the following:

- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement, pursuant to section 67;
- Reimbursement of the filing fee pursuant to section 72.

The representative DH appeared for the tenant (“the tenant”). JS appeared as agent for the landlord (“the landlord”).

This hearing is a continuation of a hearing which began on January 8, 2019 and was adjourned after 68 minutes. The hearing resumed on February 22, 2019 and was further adjourned to today, April 23, 2019.

Following the hearing of February 22, 2019, I entered a Decision which stated in part as follows:

*Pursuant to Rule 6.8, considering the circumstances and the evidence of the parties, I order that DH [representing the landlord], on or before 1:00 PM on March 1, 2019, provide proof filed with the RTB of his appointment to represent the tenant JS in these proceedings. The appointment must be dated, signed and notarized; the appointment must reference the file number of these proceedings. DH must provide a copy to the landlord.*

The tenant filed a letter dated February 23, 2019 with the signature JS authorizing DH to act for him in these proceedings; reference was made to the RTB file number. The letter was *not* notarized as required in the decision of February 22, 2019.

### *Preliminary Issue*

The tenant requested an adjournment of the hearing. The landlord opposed the application.

DH explained in oral testimony that the tenant JS was “employed by the United Nations” and was constructing a “building in Africa” on February 23, 2019 when he signed a letter authorizing DH as his agent, a copy of which was filed; JS was unable to access a notary in Africa. The tenant requested an adjournment to allow enough time for JS to have a letter of authorization notarized.

The applicant submitted no documentary evidence in support of the claim the tenant JS was in Africa since February 22, 2019 and unable to retain the services of a notary. The February 23, 2019 letter of JS makes no reference to any such difficulty. DH submitted no explanation regarding the tenant JS’s difficulty in locating or accessing a notary and no plausible clarification for failure to do so.

### *Analysis*

Rule 7.8 of the Rules of Procedure states that an arbitrator may adjourn a hearing. Rule 7.8 states as follows:

#### ***7.8 Adjournment after the dispute resolution hearing begins***

*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 7.9 sets out the criteria to be considered by an arbitrator in deciding regarding the request for an adjournment. Rule 7.9 states:

#### ***7.9 Criteria for 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*

Rule 7.11 states that if the arbitrator determines that an adjournment should not be granted, reasons for refusing the request will be provided in the written decision.

I have considered the testimony of the parties, the evidence submitted and the criteria in Rule 7.9, I decline to grant the request for an adjournment.

The tenant filed this Application in September 2018, seven months ago. This is the fourth hearing on this matter and I find the tenant JS has had ample opportunity to provide proper authorization to DH that meets the Rules of Procedure and the decision of February 22, 2019.

I find the tenant had adequate opportunity to submit the notarized letter of authorization in compliance with the February 22, 2019 decision. DH argued that the tenant JS was unable to comply with the decision and obtain the services of a notary for reasons of work “in Africa”; I do not accept this as credible given the lapse of two months and the failure to submit documentary evidence or any plausible evidence to support this allegation.

I therefore dismiss the application for an adjournment.

### Issue

Is the tenant entitled to the following:

- A monetary order for compensation for damage or loss under the *Act, Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement, pursuant to section 67;
- Reimbursement of the filing fee pursuant to section 72.

### Analysis

I find the tenant JS has not complied with the terms of my decision of February 22, 2019 to provide a notarized letter of authorization to DH. I find DH is not authorized to represent the tenant JS.

I therefore find the tenant JS is unrepresented in these proceedings. I do not accept any representations, testimony or evidence submitted by DH during these proceedings as being evidence on behalf of the tenant JS.

In the absence of any evidence on behalf of the tenant JS, I find the tenant JS's application is dismissed without leave to reapply.

As the tenant's application is dismissed, the tenant is not entitled to reimbursement of the filing fee.

### Conclusion

The tenant's application is dismissed without leave to reapply.

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: April 23, 2019

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Residential Tenancy Branch