



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes CNR, FFT, OPR-DR, FFL

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy dated October 8, 2019
- b. An order that the tenant recover the cost of the filing fee

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$1535 for unpaid rent
- c. An order to retain the security deposit
- d. An order to recover the cost of the filing fee

The tenant failed to appear at the scheduled start of the hearing. The tenant's advocate was present. Two representatives of the landlord were also present. I waited 10 minutes but the tenant still had not appeared. The tenant's agent stated that the tenant was in another room representing his wife in another hearing. The tenant had hoped that he would be able to have that hearing adjourned so that he could deal with this matter.

The issue in both hearings is whether the rent for October 2019. The tenant and his wife have separate rental units in the same building. Both have lived in their respective rental units for a lengthy period. The materials submitted by the tenant indicated he takes the position that a bank draft payable to the landlord for both rental units was deposited in the landlord's mailbox. The landlord stated the tenants failed to pay the rent for both units in October.

The tenant submitted materials requesting an adjournment. The landlord opposed the request for an adjournment. The representative of the landlord submitted the tenant was aware since October that there was a conflict and failed to deal with the conflict in a timely manner. There is over \$6000 owing in outstanding rent. The landlord would be significantly prejudiced by the granting of an adjournment as the landlord wishes to have this matter dealt with in a reasonably expeditious time frame.

After considering the submissions of both parties I determined an adjournment was appropriate for the following reasons:

- a. The issue to be determined is whether the tenant paid the rent for October 2019. There is a dispute on the evidence and the tenant's personal attendance will be necessary to have that issue determined on the merits.
- b. The tenant represented his wife in previous hearings. I determined it was not unreasonable for this to continue.
- c. The tenant followed proper procedures in dealing with the Registry. His request to have both hearings joined by the Registry was denied. He wrote to the letter requesting that they agree to the adjournment of one of the hearing was not agreed to by the landlord. The landlord had another Property Manager in the other hearing opposing the Tenant's request for an adjournment in that matter.
- d. The tenant paid the rent for November and December and intends to pay the rent for subsequent months. I determined the landlord would not be significantly prejudiced by an adjournment.

As a result I ordered that the tenant's application to cancel the 10 day Notice to End Tenancy and the landlord's application for an Order of Possession be adjourned to the earliest available time in January or February 2020. I am not seized of this matter and it can be set before another arbitrator. I request that the Registry re-schedule this matter and send out hearing letters by e-mail to the parties.

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 09, 2019

Residential Tenancy Branch