



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

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

- a Monetary Order for the return of the security deposit, pursuant to sections 38 and 67;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord and tenant D.K. attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue- Adjournment

Tenant D.K. testified that he and tenant S.G.P. have been in another country since December of 2019 and are unable to return to Canada due to the global COVID-19 pandemic. Tenant D.K. testified that he and tenant S.G.P.'s return flight to Canada has been postponed until April 2020 at the earliest. Tenant D.K. testified that all of their evidence is in Canada and they are unable to properly present their evidence for this hearing without it before them. Tenant D.K. testified that he and tenant S.G.P. are therefore seeking an adjournment.

The landlord testified that he sent tenant S.G.P. an evidence package via registered mail on March 18, 2020 which was signed for and picked up. The landlord testified that the tenants must therefore be in Canada. Tenant D.K. testified that he and S.G.P.

reside with family in Canada and someone from his household picked the evidence up but he and tenant S.G.P. have not yet reviewed it.

I provided the tenants with 48 hours to upload proof of the postponement of their flights. The tenants uploaded booking confirmation from an airline which showed that the tenants left Canada on December 4, 2019 and were set to return to Canada on March 3, 2020. The tenants also uploaded a re-scheduled return booking for April 22, 2020 and a second re-scheduled return booking for April 26, 2020.

Rule 7.8 of the Residential Tenancy Rules of Procedure states:

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 of the Residential Tenancy Rules of Procedure states:

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 flight bookings uploaded by the tenants, I find that the tenants are currently in another country. I accept tenant D.K.'s testimony that due to the global COVID 19 pandemic, his return flight to Canada was postponed to April 2020. I find that the global pandemic prevented the tenants from reviewing the landlord's evidence and properly setting out their claim. I find that an adjournment is required to provide a fair opportunity for the tenants to be heard. I find that the need for the adjournment arises out of the global pandemic and not the actions or neglect of the tenants. I find that since the tenants' claim is monetary in nature, the landlord is not prejudiced by an adjournment. Based on my above findings, I adjourn this application to a future date.

Conclusion

Based on the above:

- **I order** this hearing will be reconvened in accordance with the Notice of Hearing documents attached to this Interim Decision;
- **I order** that this is not an opportunity for either party to amend their existing Applications for Dispute Resolution;
- **I order** that this is not an opportunity for either party to submit an additional Application for Dispute Resolution to be crossed or joined with any of the Applications for Dispute Resolution currently before me; and
- **I order** that this is not an opportunity for either party to submit additional evidence.

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 2, 2020

Residential Tenancy Branch