



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes **OPR, MNRL-S, FFL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice ") pursuant to sections 46 and 55;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended the hearing. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 45 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord provided affirmed testimony that three times, on April 26 (twice) and April 27, 2020, he sent the Notice of Hearing and Application for Dispute Resolution to the tenant by email at an email address used by the tenant in communicating with the landlord throughout the tenancy.

The landlord testified that on May 4, 2020 he also sent the documents by registered mail address to the tenant at her residential address. The landlord provided the tracking number associated with the registered mail which is referenced on the first page. The mail is deemed received on the fifth day after mailing pursuant to section 90 of the Act, that is, May 9, 2020.

Further to the uncontradicted testimony of the landlord, I find the landlord served the tenant on May 9, 2020 with the Notice of Hearing and Application for Dispute Resolution.

Preliminary Issue: Adjournment

The landlord testified that the tenant applied to cancel the Notice to End Tenancy under a file number referenced on the first page ("the previous application"). The previous application was heard on May 7, 2020. During that hearing, the tenant claimed that the unit is family property and the RTB does not have jurisdiction to hear the matter.

The arbitrator in the previous hearing issued an Interim Order on May 11, 2020 adjourning the matter on conditions; the hearing has been scheduled to resume on June 30, 2020.

The landlord testified that this application is regarding the same tenancy, the same or related issues, and involves the same parties.

The landlord requested an adjournment of the matter in order that his claims could be dealt with at the same time or subsequently to the hearing in the previous application.

During the hearing, I advised the landlord that I was adjourning the hearing. I granted the adjournment after taking into consideration the criteria established in Rule 7.9 of the RTB *Rules*, which includes the following provisions:

Without restricting the authority of the arbitrator to consider the 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: and*
- *whether the adjournment is required to provide a fair opportunity for a party to be heard; and*
- *the possible prejudice to each party.*

I found that an adjournment may result in a resolution as the upcoming hearing will define jurisdiction and key issues between the parties. I find that an adjournment of this matter would provide a fair opportunity for both parties to be heard on claims following the June 30, 2020 hearing which will determine the preliminary issue of jurisdiction.

I advised the landlord that the landlord is not permitted to file additional evidence.

I do not make any finding on the validity of the landlord's claim. I informed the landlord I am not seized of the matter as I have heard no evidence and made no findings.

Conclusion

I order as follows:

1. This hearing will be reconvened in accordance with the Notice of Hearing documents attached to this Interim Decision;
2. The landlord may not amend the landlord's claims or file 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: June 04, 2020

Residential Tenancy Branch