



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, MNDCT**

Introduction

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

- A monetary order in an amount equivalent to two times the monthly rent payable under the tenancy agreement under section 51(2) and 67;
- A monetary order 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 requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Both parties attended the hearing and had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The landlord acknowledged receipt of the tenant's Notice of Hearing and Application for Dispute Resolution.

Preliminary Issue – Adjournment of Hearing

The landlord stated he mistakenly understood the RTB would provide a Mandarin translator during the hearing as he had requested in writing to the RTB. He stated he was unable to properly represent himself without translation assistance. The landlord requested an adjournment to allow him to attend with a translator. The tenant agreed to the adjournment.

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 find that an adjournment of this matter would provide a fair opportunity for the landlord to attend this hearing with a translator as well as to provide submissions and written evidence in response to the tenant's application.

I notified both parties that I was not seized of this matter, as I had not heard any evidence about the tenancy, and that the hearing would be reconvened as a conference call hearing on June 8, 2020 at 1:30 PM. A copy of the Notice of Reconvened Hearing with the calling instructions is included with this decision.

I notified both parties that they could not file or serve additional evidence.

I informed the landlord that the landlord is not permitted to file any cross-application to be joined together with the tenant's application before the reconvened hearing date.

I notified the landlord that they could file a separate application for dispute resolution for monetary orders or other issues, if they required, for a separate hearing date.

Considering the provisions of the Act, the testimony and evidence submitted, and the consent of the tenant applicant, I grant an adjournment of this matter of January 8, 2020 at 1:30 PM.

Conclusion

This matter is adjourned and will reconvene at 1:30 PM on January 8, 2020.

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 05, 2020

Residential Tenancy Branch