



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF LRE LAT OLC FF

This hearing was convened as a result of the Tenants' Application for Dispute Resolution made on June 18, 2020 (the "Application"). The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that the Landlord provide services and facilities required by the tenancy agreement or law;
- an order suspending or setting limitations on the Landlord's right to enter the rental unit or site;
- an order authorizing the Tenants to change the locks to the rental unit;
- an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement; and
- an order granting recovery of the filing fee.

The Tenants were represented at the hearing by M.C. The Landlord attended the hearing on her own behalf. Both M.C. and the Landlord provided a solemn affirmation at the beginning of the hearing.

On behalf of the Tenants, M.C. testified the Notice of Dispute Resolution Proceeding package and evidence was served on the Landlord by email. The Landlord acknowledged receipt. No issues were raised with respect to service or receipt of these documents during the hearing. The parties were in attendance. Therefore, pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*. The Landlord did not submit documentary evidence in response to the Application.

At the beginning of the hearing, the Landlord requested a six-month adjournment. Rule of Procedure 7.9 states:

Without restricting the authority of the arbitrator to consider other factors, the arbitrator must 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.*

[Reproduced as written.]

The Landlord testified she was unable to participate in the hearing and that her doctor and her lawyer did not want her to become upset. The Landlord testified she was waiting in her doctor's office and could not participate in the hearing. The Landlord was advised that the hearing is a legal proceeding and is expected to take reasonable steps to attend and participate in the hearing. The Landlord was also advised that the hearing would proceed slowly and with the goal of minimizing any feelings of upset. The Landlord was asked why she did not appoint an agent to act on her behalf but did not provide an explanation. Similarly, she did provide any information to explain why she was unable to submit documentary evidence in response to the Application. Considering the factors set out in Rule of Procedure 7.9, reproduced above, the Landlord was advised that an adjournment would not be granted on the bases provided. At that time, the Landlord disconnected from the telephone conference hearing and did not return.

The hearing proceeded in the Landlord's absence. However, after the Landlord disconnected from the telephone conference hearing, M.C. advised that the Tenants intend to vacate the rental unit when another suitable rental unit becomes available. M.C. also confirmed that the Tenants intended to apply for monetary compensation. M.C. confirmed the Tenants' request to withdraw the Application. I accept the Tenants' request and consider the matter withdrawn. The Tenants are at liberty to reapply for the relief sought at a later date as appropriate.

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: July 20, 2020

Residential Tenancy Branch