



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

On February 4, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property. The matter was set for a participatory hearing via conference call.

Preliminary Matter – Adjournment Request

The Landlord and Tenant attended the hearing and the Tenant immediately requested to adjourn the hearing as he has been dealing with an injury to his foot, has been in a lot of pain and therefore, unable to gather the required evidence. The Landlord stated that he did not want to adjourn the hearing and was ready to proceed.

Rules of Procedure 7.9 guide an arbitrator to 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.

In this case, I find that the Tenant had two and a half months to find support, and to gather and serve evidence for this hearing and has failed to do so. The Landlord is present, has stated that he is ready to proceed, and disagrees with an adjournment. As such, I find by adjourning these proceedings, I would unfairly delay the proceedings and likely show prejudice towards one of the parties.

As a result, I do not grant the Tenant’s request to adjourn this hearing.

Preliminary Matter – Submission of Evidence/Order of Possession

Both parties acknowledged that they have not submitted any evidence for this hearing.

Section 55 of the Act requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a Notice to End Tenancy issued by a landlord, I must consider if the landlord is entitled to an Order of Possession if the Application is

dismissed and the landlord has issued a Notice to End Tenancy that is compliant with the Act.

The Tenant has requested to cancel a Two Month Notice to End Tenancy and the Landlord has requested an Order of Possession. I accept that there has been no evidence submitted to support any potential testimony or to assist in my consideration of the validity of the tenancy or of any notices to end tenancy. As such, I am dismissing the Tenant's application with leave to reapply and furthermore, will not consider an Order of Possession for the Landlord.

Conclusion

I dismiss the Tenant's Application for Dispute Resolution with leave to reapply, however, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to the Application.

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: May 04, 2021

Residential Tenancy Branch