



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **FFT, CNL, OLC, RP, OT (tenant); OPL, FFL (landlord)**

### Introduction

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

- An order requiring the landlord to carry out repairs pursuant to section 32;
- Cancellation of a Two Month Notice to End Tenancy for Landlord's use ("Two Month Notice") pursuant to section 49;
- An order of possession for the tenant pursuant to section 54;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

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

- An order of possession under a Two Month Notice to End Tenancy for Landlord's Use ("Two Month Notice") pursuant to sections 48 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The parties attended. The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 38 minutes.

*Preliminary Issue: Service*

The tenant acknowledged she did not serve her evidence package on the landlord in compliance with the Act as it was served three days before the hearing. Accordingly, I informed the tenant I would not consider that evidence in any Decision.

I find service of documents by the landlord complied with the Act.

*Preliminary Issue: Adjournment*

At the outset of the hearing, the tenant claimed she wanted an adjournment. The tenant testified that she was very busy and was under a lot of pressure; she explained that both her parents were receiving medical help including hospitalization. She did not submit any medical evidence, such as a doctor's report. The tenant submitted no supporting evidence whatsoever to substantiate her testimony that she required more time because of personal circumstances to prepare for the hearing.

The landlord objected to the adjournment stating they had issued the Two Month Notice and served it on April 13, 2021. The landlord testified that her daughter and two grandchildren are waiting in difficult personal circumstances to moved in. The landlord requested the hearing proceed.

Rule 7.8 of the *Residential Tenancy Branch Rules of Procedure* allow parties to request that hearings be adjourned.

Residential Tenancy Branch Rule of Procedure 7.9 states that, 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

I considered the above tests after the parties each made submissions. I found that an adjournment was unlikely to result in a resolution. I determined that the tenant had failed to notify the landlord in advance of any reason for requesting an adjournment. I found that the tenant had not submitted any supporting evidence of circumstances leading to inability to proceed with the hearing. I found that it was more likely than not that the tenant was seeking an adjournment to delay having to move out.

The tenant did not say what she would do differently between today and the adjourned date.

I found that the tenant failed to establish that the adjournment was necessary to provide her with a fair opportunity to prepare.

I found there was possible prejudice to the landlord because her daughter and grandchildren were renting elsewhere and waiting to move into the unit.

Considering all the evidence and the above tests, I accordingly denied the application for an adjournment and the hearing continued.

### *The Hearing and Discussions*

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. Each party confirmed they were not recording the hearing.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

**The parties agreed as follows:**

- 1) The tenancy between the parties will end at 1:00 PM on September 07, 2021, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;
- 2) The parties acknowledged that the landlord is authorized to retain the security deposit of \$450.00 in full and final satisfaction of outstanding rent to September 7, 2021.

This settlement was fully discussed by the parties. Each party stated they understood and agreed with the terms.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession effective 1:00 PM on September 07, 2021.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The application is settled on the above terms. Pursuant to the settlement agreement, I grant the landlord an Order of Possession effective 1:00 PM on September 07, 2021.

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: August 31, 2021

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Residential Tenancy Branch