



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal Providence Management
inc and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNETC, MNDCT**

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- A monetary award for damages and loss pursuant to section 67; and
- Compensation for ending the tenancy pursuant to section 51.

The landlord did not attend this hearing which lasted approximately 20 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The tenant joined the conference call at 12 minutes past the scheduled starting time and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Preliminary Issue – Adjournment Request

The tenant testified that they have not served the landlord with their application and sought an adjournment to now serve the landlord. The tenant made vague reference to medical issues which has contributed to their delay in serving the landlord. The tenant was given multiple opportunities to withdraw their application and file another application but refused to do so.

Rule 7.8 of the Residential Tenancy Branch Rules of Procedure grants me the authority to determine whether the circumstances warrant an adjournment of the hearing.

Rule 7.9 lists some of the criteria to consider:

- 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 the present circumstance I find the tenant has not met the criteria established for an adjournment. The tenant gave some vague testimony about medical issues that prevented them from serving the landlord but has provided no cogent explanation nor supported their submissions with any documentary materials.

The Branch records show that this application was originally filed on July 28, 2021 and a Notice of Hearing provided on August 12, 2021. There are notes indicating that the tenant contacted the Branch on January 28, 2022 to state that they have not filed their application on the landlord and being instructing on the need to serve the other party. The tenant gave no indication that they have made any subsequent attempts to serve the landlord despite being made aware of their requirement to do so on January 28, 2022.

The tenant was repeatedly given the option of withdrawing their present application and filing another application. The tenant chose not to withdraw the present application stating that “too much time has passed”.

Under the circumstances, I do not find the tenant has met the criteria established for an adjournment. I find the tenant’s desire for an adjournment arises directly and solely from their failure to serve the other party in accordance with the Act and Rules of Procedure. I find little evidence to support the tenant’s claims of medical issues.

Analysis

An application for dispute resolution must be served on the other party. The tenant stated that they have not served their application for dispute resolution on the landlord at any time. The tenant became aware of their requirement to serve the other party prior to the date of the hearing. Despite being afforded multiple opportunities to withdraw their application and file another application for relief the tenant refused to do

so and proceeded with their present application. Therefore, I find that the application was not served on the landlord as required under the *Act* and I dismiss the tenant's application in its entirety without leave to reapply.

Conclusion

The tenant's application is dismissed without leave to reapply.

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: February 10, 2022

Residential Tenancy Branch