



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL-S, MNDL-S, LRSD, FFL
MNDCT, MNSD

Introduction

This hearing was originally scheduled to convene at 1:30 p.m. on July 12, 2024 concerning an application made by the landlord seeking a monetary order as against the tenant for unpaid rent or utilities; a monetary order for damage to the rental unit or property; an order permitting the landlord to keep all or part of the security deposit or pet damage deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord and the tenant attended the hearing, and the landlord applied to adjourn the hearing, which was not opposed by the tenant, and I adjourned the hearing to October 2, 2024 at 11:00 a.m. My Interim Decision was provided to the parties after the first scheduled date, which also ordered, by consent, that the tenant provide all of the tenant's evidence to the landlord again, but by email by no later than July 31, 2024. I also ordered that if the landlord contacts the tenant to indicate that the tenant's evidence had been received by Express mail, the tenant will not be required to re-serve the evidence to the landlord by email. I further ordered that the adjournment is peremptory on the landlord, meaning that the landlord will not be permitted another adjournment.

Both parties again attended on October 2, 2024, however the Residential Tenancy Branch added an application made by the tenant, which was joined with the landlord's application to be heard together, seeking a monetary order as against the landlord for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement, and a monetary order for return of the security deposit or pet damage deposit.

Neither party was able to satisfy me what evidence had been exchanged or that either party had received the other's evidence. The landlord again asked for an adjournment, however I explained to the parties that the previous Interim Decision stated that the adjournment to October 2, 2024 was peremptory on the landlord. The tenant did not agree to adjourn.

The 43 minute hearing was spent entirely on examining what evidence had been exchanged, and I found that neither party has agreed that the other's evidence has been provided in full, and that neither party has provided proof of what was served, and that it would be difficult for either party to prove their respective claims without evidence. As a result, I dismissed both applications, with leave to reapply.

I have made no findings of fact or law with respect to the merits of either application.

Conclusion

For the reasons set out above, the landlord's application and the tenant's application are hereby dismissed in their entirety with 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: October 02, 2024

Residential Tenancy Branch