



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes MND MNDC MNSD OPN FF

Introduction

This hearing was convened pursuant to the Landlord's Application for Dispute Resolution, submitted to the Residential Tenancy Branch on November 15, 2015 (the "Application").

The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"): a monetary order for damage to the rental unit; a monetary order for money owed or compensation for damage or loss; an order permitting the Landlord to retain all or part of the security deposit in satisfaction of the claim; and an order granting the Landlord recovery of the filing fee.

Although the Landlord requested an order of possession based on the Tenant's notice, the parties advised during the hearing that the tenancy ended on September 30, 2015. Accordingly, an order of possession is not required and this aspect of the Landlord's claim will not be considered further in this Decision.

The parties each appeared at the hearing on their own behalf.

Preliminary and Procedural Matters

Neither party provided documentary evidence with respect to the Landlord's Application. The Landlord advised he had been busy with other matters and suggested an adjournment would be appropriate. The Tenant disputes the Landlord's request for an adjournment.

This Decision will consider whether or not an adjournment would be appropriate in the circumstances.

Background and Evidence

At the outset of the hearing, the parties advised the tenancy began on March 1, 2015, and ended on September 30, 2015. Rent was payable in the amount of \$1,600.00 per month. A security deposit was paid to the Landlord in the amount of \$800.00, which the Landlord retains.

The Landlord's Application was received at the Residential Tenancy Branch on November 15, 2015. In it, he claimed \$800.00 for:

- water damage under the kitchen sink and behind the toilet,
- damage to the sofa,
- the cost of cleaning blinds,
- the replacement cost of a broken lampshade,
- the replacement cost of clothes hook that was removed, and
- the replacement cost of pillows, linens, and towels.

The Landlord briefly discussed the claims and advised that he was busy with other matters and required time to get his evidence organized.

The Tenant argued that the tenancy ended on September 30, 2015 – more than eight months ago – and that the Landlord has had ample opportunity to provide documentary evidence in support of his Application.

In addition, the Tenant advised he lives and works in Edmonton, and has taken time away from work to attend this hearing. He stated that he attended the hearing prepared to refute the claims made by the Landlord, and suggested it would be unfair to adjourn the hearing.

Analysis

Residential Tenancy Branch Rule of Procedure 7.9 provides guidance with respect to adjournments. It provides a non-exhaustive of criteria that may be considered by an arbitrator, including:

- 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.

More than eight months have passed since the tenancy ended. The Landlord's Application suggests costs have been incurred, but no documentary evidence has been provided in support. Further, the Landlord has not provided a detailed calculation of the monetary claim being made, as required by Rule of Procedure 2.5.

I find the Landlord's request for an adjournment is based upon his own failure to provide documentary evidence in support of his Application, despite having ample time and opportunity to do so.

Further, I find that granting an adjournment would result in significant prejudice to the Tenant, who took time off work to attend the hearing and was prepared to proceed.

Accordingly, I decline to grant an adjournment to the Landlord. The Landlord's Application is dismissed, without leave to reapply.

Pursuant to the *Act* and Residential Tenancy Branch Policy Guideline 17, I order the Landlord to return the security deposit of \$800.00 to the Tenant by June 29, 2016. If the Landlord fails to comply with this order, the Tenant is at liberty to apply for an order doubling the security deposit payable, pursuant to the *Act* and Policy Guideline 17.

In support of this order, I grant the Tenant a monetary order in the amount of \$800.00, which will be of no force or effect if the security deposit is paid to the Tenant as ordered above.

Conclusion

The Landlord's request for an adjournment is denied.

The Landlord's Application is dismissed, without leave to reapply.

Pursuant to the *Act* and Policy Guideline 17, the Landlord is ordered to return the security deposit to the Tenant.

The Tenant is granted a monetary order in the amount of \$800.00. The order may be filed in and enforced as an order of the Provincial Court (Small Claims) of British Columbia.

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: June 14, 2016

Residential Tenancy Branch