



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HAROB HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord for a monetary order as loss of revenue for breach of the tenancy agreement. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail and received January 16, 2014, the tenant did not appear. The landlord was represented by their agents. The landlord advised that the tenant has moved out of the rental unit on December 31, 2014.

Despite the tenant's absence in the hearing the tenant submitted a written 17 page request to, "adjourn and delay this hearing" - specifically to August 2014 – due to "unforeseen and unintentional circumstances" as they relate to various medical conditions, as supported in a letter provided by the tenant's MD. The landlord acknowledged receiving the tenant's submission and opposed the tenant's written request for an adjournment.

### **Preliminary matters**

I have reviewed the tenant's written submission requesting an adjournment in concert with the Residential Tenancy Branch Rules of Procedure Rule 6 respecting the tenant's request and am guided by the provisions of section 6.4 accordingly.

With respect to the organized and abundant information provided by the tenant, I find it was available to them to utilize a portion of their submission to articulate what evidence or rival information they could or would plan to present in disputing the landlord's claim at an adjourned hearing. The tenant alluded to issues with the landlord, and it must be noted that if the tenant has a dispute over the tenancy which may be resolved through the Branch's Dispute Resolution process it is available to them to file their own application in respect to any such claim. On careful review of the tenant's request for

adjournment I found no provision or indication or statement in their request of what relevant information or evidence they would provide if granted an adjournment. No purpose has been stated that convinces me that an adjournment will contribute to the resolution of the matter before this hearing: effectively, the landlord's request for loss, resulting from a purported breach of contract.

As a result of all the above, **I decline** to adjourn the landlord's matter to August 2014, and I do so aware that this determination does not prejudice the tenant's ability to advance any claim they may have against the landlord, at a time of their choosing within 2 years from the end of the tenancy.

The hearing proceeded on the merits of the landlord's application.

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order as claimed?

### **Background and Evidence**

The landlord's relevant evidence is as follows. This *fixed term* tenancy commenced November 01, 2013 and was to end April 30, 2014. The monthly rent of \$1125.00 was due on the first day of the month. The landlord holds a security deposit of \$562.50 in trust.

The landlord sought an Order of Possession and Monetary Order for unpaid rent for December 2013, which they were granted December 31, 2013. The tenant moved out of the rental unit on December 31, 2013. The landlord testified they immediately went about advertising the unit during a season that they claim is traditionally difficult to find a new tenant. However, the landlord testified they were successful in securing a new tenancy for February 01, 2014 at a reduction in the rent. They claim loss of rental income solely for the month of January 2014 in the amount of \$1125.00.

### **Analysis**

A tenant who signs a *fixed term tenancy agreement* - effectively a contract - is responsible for the rent to the end of the fixed term.

A landlord's claim is subject to their statutory duty pursuant to section 7(2) of the Act to do whatever is reasonable to minimize the loss. I find that the landlord took reasonable steps to minimize the loss in this situation.

As a result, I find that the landlord has established a total monetary claim of \$1175.00 comprised of loss of revenue in the amount of \$1125.00 and the \$50.00 filing fee paid by the landlord for this application and I grant the landlord an Order pursuant to Section 67, as offset by the security deposit being held.

**Conclusion**

**I Order** that the landlord retain the security deposit of \$562.50 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$612.50**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: April 30, 2014

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Residential Tenancy Branch

