



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Proline Management Ltd.  
and [tenant name suppressed to protect privacy]

## **INTERIM DECISION**

### **Dispute Codes:**

Landlord's application filed March 10, 2014: MNSD; MND; MNR; MNDC; FF

Tenant's application filed June 13, 2014: MNSD; MNDC; FF; O

### **Introduction**

This Hearing was scheduled to consider cross-applications. The Landlord seeks a monetary award for unpaid rent and damages; for compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit and pet damage deposit towards partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenants.

The female Tenant seeks compensation for damage or loss under the Act, regulation or tenancy agreement; for return of the security deposit and pet damage deposit; for "other orders"; and to recover the cost of the filing fee from the Landlords.

### **Preliminary Matters**

At the outset of the Hearing, the Landlord's agent AH requested an adjournment. AH stated that the person who had first-hand knowledge with respect to this tenancy (MP), and against whom the female Tenant has alleged harassment, was admitted to hospital on June 3, 2014. AH stated that, due to the nature of MP's illness, there was no guarantee that MP could attend the Hearing by telephone uninterrupted. AH stated that without MP's testimony, there was the potential for an unfair outcome. The Landlord provided a copy of a note from a doctor, dated June 18, 2014, confirming that MP has been in hospital since June 3, 2014, and is expected to be there "until at least June 19 or 20".

AH stated that MP was released from hospital "yesterday" and will require 2 or 3 weeks of rest and recuperation before he can return to work or attend a Hearing.

The Tenant stated that she was not prepared to consent to adjourn the Hearing. She stated that she "wanted to get it over with". The Tenant did not provide any other reason for objecting to the adjournment.

I advised the parties that I find that there was no prejudice to the Tenant to adjourn the Hearing, but that there was prejudice to the Landlord if the Hearing went ahead without MP's evidence. I allow the Landlord's application to adjourn.

**Conclusion**

Copies of a Notice of Reconvened Hearing are provided to both parties. This matter is adjourned to the date and time provided in the enclosed Notice of Reconvened Hearing.

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 30, 2014

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Residential Tenancy Branch

