



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RACHELLE RESORTS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDCT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on January 08, 2021 (the "Application"). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause (the "Notice")
- For compensation for monetary loss or other money owed

The Tenant appeared at the hearing. The Agent for the Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The parties provided affirmed testimony.

The Agent provided the correct name of the Landlord which is reflected in the style of cause.

The parties agreed at the outset that the Tenant has vacated the rental unit. The Tenant said he vacated the rental unit in March. I told the Tenant I would not consider the dispute of the Notice when the Tenant has vacated the rental unit because the issue of whether the tenancy should continue or end is a moot point because the tenancy has already ended. I told the Tenant I would dismiss this request without leave to re-apply.

In relation to the compensation request, the Tenant sought an adjournment of the hearing to amend this request. The Tenant said he was not ready to proceed today because he had to put his belongings in storage and has been homeless. The Tenant also said he wants to retain a lawyer. I asked the Tenant about the period from January to March and the Tenant said he was homeless during this time. I pointed out to the

Tenant that he was living in the rental unit until March and the Tenant then said he is pretty sure he moved out before March.

The Agent did not agree to an adjournment of the hearing. The Agent said he asked the Tenant about the hearing today and the Tenant "blew him off". The Agent submitted that the Tenant was hoping he would not appear at the hearing. The Agent said he was not served with the documents for this hearing. The Agent submitted that the Tenant is seeking an adjournment because the Agent appeared at the hearing.

I asked the parties about service. The Tenant testified that he served the hearing package on the Agent by registered mail. The Agent denied receiving the hearing package or any notice card for registered mail. However, the Agent said he was ready to proceed today regardless of service.

In relation to the adjournment request, I considered rule 7.9 of the Rules which states:

7.9 Criteria for granting an adjournment

Without restricting the authority of the arbitrator to consider other factors, the arbitrator will consider the following when allowing or disallowing a party's request for an adjournment:

- 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.

I denied an adjournment for the following reasons. I accept that the Tenant vacated the rental unit in March because this is what the Tenant stated when asked at the outset of the hearing. The Tenant filed the Application January 08, 2021. Therefore, the Tenant had approximately two months prior to vacating the rental unit to amend the Application if necessary and to submit evidence for the Application. The Tenant has sought \$20,000.00, has not submitted a Monetary Order Worksheet and has not submitted any documentary evidence to support the claim. The Tenant chose to file the Application both disputing the Notice and seeking compensation rather than waiting to file an Application for Dispute Resolution seeking compensation when the Tenant was ready to

do so. In the circumstances, I did not find an adjournment appropriate as an adjournment is not meant to give parties a further opportunity to change their claim, submit evidence or retain a lawyer. These actions should have been taken prior to the hearing. Here, the Tenant should have taken these actions in January when the Application was filed.

I told the Tenant I would not grant an adjournment but would allow him to withdraw the request for compensation if he wished to do so. I told the parties I did not find it to be unfair to the Landlord to allow the Tenant to withdraw the compensation request if the Tenant was not prepared to proceed with it today. I explained to the parties that the Tenant would have to file a new Application for Dispute Resolution and serve the required documents on the Landlord if the Tenant wished to pursue the claim in the future.

The Tenant chose to withdraw the request for compensation, and I allowed the Tenant to do so.

The Tenant exited the teleconference prior to the end of the teleconference. After the Tenant exited the teleconference, I went over the remaining procedural matters with the Agent and then concluded the hearing.

Conclusion

The dispute of the Notice is dismissed without leave to re-apply because the Tenant has vacated the rental unit and therefore this request is a moot point.

The request for compensation is withdrawn at the request of the Tenant. This decision does not extend any time limits set out in the *Residential Tenancy Act*.

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 06, 2021

Residential Tenancy Branch