

## Decision

### Dispute Codes:

MND; MNSD; MNDC

### Introduction

This is the Landlord's application for a Monetary Order for loss of rent and damages to the rental unit; and to apply the security deposit paid by the Tenant towards the Landlord's monetary claim.

I reviewed the evidence provided by the Tenant prior to the Hearing. The Landlord did not provide any documentary evidence. The parties gave affirmed testimony and the Hearing proceeded on its merits.

### Preliminary Matters

The Landlord made application to adjourn the Hearing because her interpreter could not be present. The Tenant objected to adjourning the Hearing because she had to take time off work to attend. We took a brief adjournment for the Landlord to attempt to reach her interpreter. The Landlord's interpreter signed into the teleconference within 15 minutes, and the Hearing proceeded.

At the onset of the Hearing, it was determined that the application of the security deposit was determined at an earlier Dispute Resolution Hearing. Therefore, the Landlord's application to apply the security deposit towards her monetary claim is dismissed without leave to reapply.

### Issues to be Decided

- Is the Landlord entitled to a Monetary Order for damages, and if so, in what amount?

### Background and Evidence

The Landlord gave the following testimony:

The rental unit is a suite in the basement of the Landlord's house. The Landlord's family lives upstairs. Monthly rent was \$600.00 per month, due the first day of each month. There was no move-in or move-out inspection done.

The Tenant moved out of the rental unit on April 1, 2009, without giving the Landlord due notice. The Tenant did not pay rent for the month of April, 2009, and the Landlord was not able to re-rent the suite until May 1, 2009. The Landlord is applying for loss of rent in the amount of \$600.00 for the month of April, 2009.

The Tenant caused damages to the rental unit, which cost the Landlord \$378.97 to repair. These damages included: damage to drywall; a broken crisper in the refrigerator; and 2 inoperable stove burners.

The Landlord did not provide copies of invoices for the damages in evidence, but testified that she mailed copies to the Tenant by registered mail.

The Tenant provided the following documentary evidence:

- Copy of letter dated April 1, 2009 to Landlord, giving notice to end the tenancy effective April 1, 2009 and enclosing the Tenant's forwarding address;
- 20 colour photographs depicting the condition of the suite when the Tenant moved out.

The Tenant provided the following testimony:

The Tenant is frightened of the Landlord's husband. On a number of occasions, the Landlord's husband got drunk and became threatening towards the Tenant because he perceived the Tenant to be making too much noise.

The Landlord's husband banged on the Tenant's door at 8:50 p.m. in the evening of March 22, 2009, and demanded the Tenant get out immediately. The Tenant testified that she was watching TV and talking with the other tenant, but was not making too much noise. The next day, the Landlord told the Tenant that she should find a new place to live. The Tenant agreed and found another place right away.

The Tenant testified that she asked the Landlord to fix the burners on the stove, but they were never repaired. The Tenant denied causing any damage to the burners. The Tenant testified that she used the other burners on the stove.

The Tenant testified that there was nothing wrong with the crisper in the fridge when she moved out.

The Tenant testified that the only damage to drywall that she was aware of was to the wall behind a door, where the door knob hit the wall because there was no door stop. The Tenant testified that the damage was there when the Tenant moved into the suite.

### Analysis

I accept the Tenant's testimony that the Landlord's husband demanded the Tenant leave the suite on March 22, 2009. The Landlord confirmed her husband's demands on March 23, 2009. By their actions, I find that the parties entered into a mutual end of tenancy agreement on March 22, 2009. The Landlord is therefore not entitled to loss of rent for the month of April, and this portion of the Landlord's application is dismissed without leave to reapply.

The Landlord provided no documentary evidence of costs incurred to repair the stove, refrigerator and drywall. In any event, there was no move-in or move-out inspection performed and therefore no corroborating evidence as to the state of the suite when the Tenant moved in, or when the Tenant moved out. The Tenant provided photographic evidence which shows that the suite was in satisfactory condition when the Tenant

moved out. The Landlord has not proven this portion of her claim. The Landlord's application for damages is dismissed without leave to reapply.

### Conclusion

The Landlord's application is dismissed in its entirety without 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: November 19, 2009