

## **INTERIM DECISION**

**Dispute Codes:**            Landlord:      MNR, MND, MNDC, MNSD and FF  
                                 Tenant:        MNDC, RR and FF

### **Introduction**

These applications were brought by both the landlord and the tenant.

By application of March 4, 2011, the landlord seeks a Monetary Order in compensation for unpaid rent, loss of rent, damage to the rental unit, damage or loss under the legislation or rental agreement and recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against any balance found owing.

By prior application of November 15, 2011, the tenant seeks a rent abatement for loss of service or facilities and for damage or loss under the legislation or rental agreement.

As a matter of note, the landlord had also applied for an Order of Possession pursuant to a Notice to End Tenancy for unpaid rent served on November 2, 2011 but that claim is moot as the tenancy had ended in November of 2010. In addition, the tenant had voluntarily relinquished the security and pet damage deposits so the landlord's claim on those is moot.

As a preliminary matter, the tenant's legal counsel had submitted into evidence a Statutory Declaration that was marginally late and which the landlord stated she had not received. While I could not consider it during the present session, the matter was adjourned when the allotted time had expired before all evidence could be considered and the tenant's counsel stated he would send the declaration to the landlord again.

### **Issues to be Decided**

This matter requires a decision on whether both parties are entitled to the awards for the claims submitted taking into account whether the claims are proven, attributable to the other party, reasonable and proven as to amount claimed and whether the parties have acted reasonably to minimize their claimed losses.

## **Background, Evidence and Analysis**

This tenancy began on May 3, 2007 under a fixed term agreement that defaulted to a month to month tenancy. Rent was \$1,350 per month and the tenant has voluntarily relinquished the security deposit of \$687 and the pet damage deposits of \$500 both paid on April 15, 2007, \$1,187 plus accrued interest of \$30.73 for a total of \$1,217.73. The tenancy ended on or about November 1, 2011 following the untimely death of the tenant's spouse.

## **Matters in Agreement or Decided**

During the hearing, the tenant concurred that she owed the landlord \$1,350 unpaid rent/loss of rent for each of November 2010 and December 2010.

The tenant also agreed that she should pay the \$420 receipted claim submitted by the landlord for professional cleaning and she reiterated her agreement to surrender the security and pet damage deposits.

The parties had given evidence on the matter of the landlord's claim for personal labour in disposing of property left behind by the tenant and damage to the refrigerator and had begun to give evidence on damage to the bathroom when the one-hour scheduled for the hearing elapsed.

Therefore, this hearing is adjourned to a time and date set out in the attached Notice of Hearing at which time two hours have been scheduled to complete submissions.

It might be helpful if the landlord could submit a brief summary of her claims with values by subject as a number of receipts are applicable to multiple claims.

March 23, 2011