

## **DECISION**

Dispute Codes      CNC, MNDC, OLC, ERP, RP, PSF, FF

### Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy for cause, a monetary order request for money owed or compensation for damage or loss under the Act, regulation or the tenancy agreement, for an order for the Landlord to comply with the Act, regulation or tenancy agreement, to make emergency repairs for health or safety concerns, to make repairs to the unit, site or property, for the Landlord to provides services or facilities required by law and recovery of the filing fee.

Both parties attended the hearing and gave testimony. As both parties have attended the hearing and have acknowledged receiving the 1 evidence package submitted by the other party, I am satisfied that each has been properly served with the notice of hearing and evidence under the Act.

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agree that the Tenant shall vacate the rental unit on June 30, 2012 at or before 1:00 pm. The Landlord shall receive an order of possession to reflect this agreement. Both parties also agreed that the Landlord shall attend the rental unit on April 25, 2012 at 12:00 pm to repair/install a closet door in a bedroom and to repair the loose bathroom faucet.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties concerning possession of the rental unit.

It was clarified with both parties during the hearing that with a mutual end to tenancy and some repairs already resolved that the remaining portions of the Tenant's application need not be addressed. The remaining issue is the Tenant's monetary claim.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?

### Background, Evidence and Analysis

Both parties agreed that there is no signed tenancy agreement and that the monthly rent is \$675.00.

The Tenant is seeking monetary compensation for \$2,460.00 for the loss of quiet enjoyment and various expenses. The Tenant claims that she suffered humiliation and loss of income from the treatment received by the Landlord. The Tenant also states that costs associated to her child becoming sick should be the responsibility of the Landlord. The Landlord disputes these claims. During the hearing both parties offered many differing views of the circumstances surround their dispute over this tenancy. All of which were considered in this hearing.

As explained to the parties during the hearing the onus or burden of proof is on the party making the claim, in this case the Tenant is responsible as she has each made the application. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. On this basis, I find that the Tenant has failed to supply any supporting evidence to her claim. The Tenant's monetary claim is dismissed.

### Conclusion

Both parties agreed to mutually end the tenancy on June 30, 2012 and the Landlord will attend on April 25, 2012 at 12:00 pm to fix/repair the bedroom closet door and the loose bathroom faucet.

The Tenant's monetary claim is dismissed 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: April 20, 2012.

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Residential Tenancy Branch