



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, POB, MNR, MNSD, CNC, CNR, MNDC, MNSD, LAT, FF

Introduction

In the first application, by filing date, the tenants apply to cancel a ten day Notice to End Tenancy for unpaid rent and a one month Notice to End Tenancy for cause. They also seek compensation for alleged harassment, an invasion of privacy by the landlord, as well as permission to change the locks and return of their security deposit.

In the second application the landlord seeks an order of possession pursuant to either Notice and a monetary award for unpaid rent and loss or rental income.

The tenants vacated the premises on September 30. Their request to cancel the Notices and for a lock change are therefore redundant, as is the landlord's request for an order of possession.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities, that either party is entitled to any of the remaining relief requested?

Background and Evidence

The rental unit is two bedroom basement suite in the landlord's house. The tenancy started in May 2014. The rent was \$825.00 per month. The landlord holds a \$413.00 security deposit.

It is agreed the September rent was not paid.

The tenant Mr. J. requested an adjournment of this hearing in order to unpack his camera and mini disc, which contain photos relating to an alleged bug problem and images of the premises on move-in. Near the end of the hearing the tenant Ms. D.

requested more time in order to obtain a corroborating note from her paralegal regarding an allegation she had made. Mr. S. for the landlord opposed any delay. I declined to adjourn the matter. The tenants' application was brought on September 4, 2014; eight weeks ago. Even considering time taken to move at the end of September the tenants have had ample opportunity to prepare for this hearing.

In support of their claim for compensation the tenants allege that the landlord would enter their premises without knocking. Specific dates were not given. On one occasion in September he pushed open the door in an attempt to view the premises and "clipped" Mr. T.'s toenail. Apparently Ms. D. called the police.

The tenants' claim the landlord opened their mail. The mail for the rental unit arrives in a mail slot located in the landlord's front door. The landlord distributes it. Ms. D. says that in September she was informed by her paralegal that the landlord had called him to inform him the tenants had moved. It is not clear when that happened. The tenant Mr. T. testified that he received a letter, possibly two, from a government ministry that had been opened and then taped shut.

The tenants also complained about the cleanliness of the premises on move-in. That does not appear to be an issue raised by the tenants' application. They filed no evidentiary material in regard to it and so I declined to deal with that issue at this hearing.

In response, Mr. S. for the landlord stated that the landlord is an eighty-five year old man, implying that he is too old to pose any threat or to force himself into the rental unit.

Analysis

The tenants have given very cursory evidence about their allegations of wrongful entry and mail opening. Neither allegation is clearly particularized in the application and is not surprising that Mr. S. had no evidence in response to them.

In my view, the landlord could have simply noted the return address on the envelope in his mailbox and called the paralegal without opening the letter. In regard to Mr. T.'s allegation it does not necessarily follow that because the envelope addressed to him had been closed with scotch tape that the landlord had opened it.

In regard to the alleged intrusions, the tenant Ms. D. admitted she had changed the locks, which I assume, fully addressed the issue. In regard to the September incident, having regard to the landlord's advanced age, the minimal intrusion and the very minor

physical contact that occurred; a clipped toenail, I consider it to be a trifling occurrence not significant enough to warrant any award of damages.

In result I dismiss the remainder of the tenants' claims.

The landlord is owed the September rent of \$825.00. He has lost the October rent as well but Mr. S. could not provide any details about any attempt by the landlord to re-rent for October. In the circumstances I award him the equivalent of a half a month's rent, \$412.50, for loss of October rental income, plus recovery of the \$50.00 filing fee.

Conclusion

The tenants' application is dismissed.

The landlord is entitled to a monetary award totalling \$1287.50. I authorize the landlord to retain the \$413.00 security deposit in reduction of the award. There will be a monetary order against the tenants jointly and severally for the remainder of \$874.50.

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: October 27, 2014

Residential Tenancy Branch

