



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MNDC, RPP

### Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. A monetary order in the sum of \$700.
- b. An order for the return of the tenant's personal property.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on August 31, 2016.

At the hearing the Tenant stated she had retrieved her belongings and is withdrawing her claim for the return of personal property. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to a monetary order for the reduced value of the tenancy and if so how much?

### Background and Evidence

The landlord and tenant previously knew each other. The landlord offered a room to the tenant. The tenancy began on May 1, 2016. The tenant produced a written tenancy agreement that provided that the tenancy was to start on May 1, 2016 and provided that the rent was \$600. The landlord testified this form of agreement is a fraud and neither she nor her witness (the owner) signed it. The tenant testified she paid \$500 in rent for May and June (by agreement between the parties as she was short of cash) and \$600 for July and August. The landlord disputes the July and August payments. She testified the tenant paid \$500 for each of those months. The landlord testified this was a room and board situation.

I determined that the tenant paid \$600 in rent for August. The landlord testified she left \$200 in cash in an envelope prior to going away on holidays to give to the owner.. The tenant was to

pay the remainder. Witness #1 for the landlord who is the owner of the property testified he received \$800 in cash in the envelope which was the rent for August. It follows that the tenant paid \$600 for August..

The landlord returned home at the on about August 23, 2016 and was very upset for the following reasons:

- The landlord's outdoor cat had gone missing. The landlord testified the tenant lied to her about the situation.
- The tenant permitted a friend of hers to stay in the rental unit while she was gone without permission. That friend had used her computer.
- The tenant had gone into her room without her permission. The landlord testified the tenant looked through her belongings because she was curious.
- She was afraid the tenant was going to steal her mother's jewellery.

The tenant denies many of the allegations.

The landlord took the position that she had the right to an immediate eviction. The tenant testified she forced her to leave without notice. She threatened her safety and accused her of theft. The landlord removed the tenant's belongings and put it in the tenant's van. The tenant was upset because her scooter had not been charged and this inhibited her ability to move.

### Analysis

The Residential Tenancy Act does not permit a landlord to end the tenancy on the basis of an immediate eviction. The landlord must first served a Notice to End Tenancy, file an Application for Dispute Resolution and obtain an Order for Possession from the Residential Tenancy Branch. In certain situations the Act provides the landlord can obtain an order for the early end of tenancy and an Order for Possession but this requires an application to the Residential Tenancy Branch. The landlord must then obtain Writ of Possession from the Supreme Court of British Columbia and use a bailiff to enforce the Writ.

The landlord acted illegally in ending the tenancy in the manner she did and is responsible for the losses that flowed from this breach.

With respect to each of the tenant's claims I find as follows:

- a. I determined the tenant paid rent of \$600 for August. The landlord illegally forced the tenant to leave on August 23, 2016. I determined the tenant is entitled to \$150 for reimbursement of the rent that was paid for the last week of August.
- b. I determined the tenant was entitled to \$55.68 per month for 2 months for the cost of a storage locker for two months for a total of \$111.36.
- c. I determined the tenant is entitled to \$90 for the cost to move her belongings.
- d. I dismissed the claim for landlord to reimburse one month rent. While the landlord acted illegally this is not a loss that was incurred by the Tenant. An arbitrator does not

have the jurisdiction to award punitive damages. While an arbitrator has the jurisdiction to award aggravated damages such a claim must be specifically made in the Application.

- e. The Tenant alleged the landlord damaged her guitar. This claim was not made in the Application and has not been considered. The tenant has the right to re-apply.
- f. The tenant is not entitled to recover the \$250 per month she paid friends to stay at as this amount is significantly less than what she was paying under this tenancy and does not amount to a loss.

Monetary Order and Cost of Filing fee

**I ordered the landlord(s) to pay to the tenant the sum of \$351.36.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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, 2016

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Residential Tenancy Branch