

## **DECISION**

**Dispute Codes:** MNDC, RPP, FF

### **Introduction**

This hearing dealt with an application by the tenant for monetary order for compensation for loss under the *Act*. During the hearing, a friend of the landlord, JCG, testified. He said that on January 31, 2009, he and MB served the landlord with the application for dispute resolution and notice of hearing by leaving these documents in the landlord's mailbox. Despite having been served with the application for dispute resolution and notice of hearing, the landlord did not participate in the conference call hearing.

### **Preliminary Matter**

At the outset of the hearing, the tenant withdrew her application for an order for the landlord to return her personal property. I therefore dismiss the tenant's application for such an order.

### **Issue to be Decided**

Whether the tenant is entitled to an monetary order for compensation for loss under the *Act*?

### **Background and Evidence**

On October 1, 2008, the tenant sublet a room from AA for a monthly rent of \$100.00. At the end of October, AA introduced the tenant to the landlord. The tenant and the landlord then entered into a verbal tenancy agreement for the tenant to rent the same room with these terms and conditions. The tenant would start her tenancy on November 1, 2008 with an obligation to pay a monthly rent of \$350.00 in advance on the first day of each month. On or about November 26, 2008, the landlord asked the tenant for a security deposit. On December 10, 2008, the landlord threatened the tenant with eviction should she fail to comply with his request for a security deposit. On December 21, the tenant was held up in Surrey due to a snow storm. On December 22, the tenant returned and found the landlord to have broken into her room and thrown all

her belongings outside into the snow. The tenant called the police and Constable P. attended the property. During his investigation, Constable P. took 7 photographs of the tenant's belongings that were in the snow. The tenant submitted these photographs as supporting evidence for this hearing. The tenant said that she was threatened by the landlord not to return to the house. However, she did sneak back to the property to try to dig out her belongings from the snow. JCG said that on two to three occasions, he also returned to the property to try to dig out the tenant's belongings. However, the snow was too high and he was unable to dig up much. And when he returned after Christmas, he found all of the tenant's belongings burned.

### **Analysis**

Based on the tenant's undisputed evidence, I find that the tenant has proven that the landlord has entered her unit without permission or notice; destroyed her belongings; and ended the tenancy without complying with the requirements stipulated by the *Residential Tenancy Act*. Section 7 of the *Act* states that if a landlord does not comply with the Act, he must compensate the tenant for loss that results.

In this case, the tenant is seeking recovery of her losses in the amounts as stated below.

Stereo and speakers	\$200.00
Single bed and frame	\$200.00
Brand new Hugo walker	\$235.00
Clothing	\$500.00
Shoes	\$300.00
Food items	\$250.00
5 Christmas presents	\$125.00
4 Bottles of Cologne	\$ 60.00
20 DVD's	\$200.00

Tools including drill, circular saw and solder gun	\$300.00
Coffee table and end table	\$ 75.00
Sundries and medication	\$ 75.00
Christmas decorations and tree	\$100.00
Christmas candies and food	\$ 50.00
Watches and 3 pairs of silver earrings	\$100.00
Winter jacket and sweaters	\$150.00
Television set	\$150.00
Dolphin collection	\$150.00
Towels	\$100.00
Bedding	\$150.00
Pillows	\$100.00
Lamps	\$100.00
Dishes	\$ 50.00
Pots and pans	\$ 50.00
Toaster	\$ 20.00
Microwave	\$ 60.00
Garbage cans	\$ 30.00
10 Pictures	\$100.00
Ornaments including figurines and vases	\$ 50.00
China	\$100.00
Crystal (antique decanter)	\$100.00
Silverware	\$ 40.00
Knives	\$ 40.00

Coffee pot	\$ 35.00
Tea pots	\$ 20.00
Extension cord	\$ 35.00
DVD player	\$ 60.00
VCR player	\$ 60.00
<b>Total</b>	<b>\$4520.00</b>

During the hearing, JCG said that he had seen the tenant's belongings before they were destroyed and the above itemized list is an accurate representation of these belongings. I have therefore accepted the items as claimed by the tenant. As for the amounts claimed for the items, I find them to be reasonable. However, in view of the lack of supporting evidence such as receipts, estimates and the age of the items, I am allowing 75% of the total claim of \$4520.00 which amounts to \$3390.00.

### **Conclusion**

Based on the above, I find that the tenant has established a claim of \$3390.00 as compensation for her loss under the *Act*. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$3440.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 03, 2009.