

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *MNDC, RPP, FF.*

Introduction

This hearing dealt with an application by the tenant, for a monetary order for compensation and to recover the fee to file this application, pursuant to Sections 67 and 72 of the *Residential Tenancy Act*. The tenant also applied for the return of her items that were left behind in the rental suite.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the tenant entitled to a monetary order for compensation in the amount of \$413.85 for hotel stay, transit costs, moving costs and other costs related to the end of the tenancy?
Is the tenant entitled to \$543.00 which is the estimated value of her personal belongings that the landlord removed from the rental unit? Was the landlord negligent in conducting his duties as a landlord?

Background and Evidence

Based on the sworn affirmed testimony of both parties, the facts are as follows:

The tenancy started on June 15, 2008 for a fixed term of one year ending on June 15, 2009. The tenant paid a security deposit of \$350.00. The monthly rent was \$650.00 payable on the first of each month.

The tenant stated that she found a bedbug inside her rental unit in January and upon reporting it, the landlord made immediate arrangements to have the unit fumigated. The tenant stated that she also found a bug on April 20, 2009 and reported it to the landlord on April 22, 2009. During that conversation, the tenant discussed ending the tenancy and was advised that she would have to provide adequate notice and was reminded that she was in a fixed term lease.

The landlord testified that the tenant was upset when she was advised that she would be required to pay rent for May even though the landlord agreed to waive the rent for the balance of the lease with a charge of \$100.00.

The landlord testified that a pest control company is on call to deal with complaints and maintenance in a timely manner. The tenant agreed that the rental units on the property are regularly fumigated and filed evidence to confirm that her rental unit was treated in August 2008, January 2009 (upon her complaint) and February 2009.

On April 29, 2009, the tenant gave the landlord a written notice to end tenancy with an effective date of May 05, 2009. The reason cited for ending the tenancy was the "continuous infestation of bedbugs". The tenant moved most of her belongings out on April 30, 2009. While the tenant was loading her belongings into the moving truck, the property manager spoke with her to advise her that she owed rent for May and the tenant agreed pay her dues when she returned.

Upon her return later that day, the tenant found that she was unable to enter the rental unit as the landlord had changed the locks. She confronted the manager and was advised that had already moved out and without May's rent, she would not be granted access to the rental unit. Subsequently, the landlord removed the balance of the tenant's belongings and placed them in storage.

The landlord stated that the locks were changed on April 30, 2009 because the tenant had already moved out and to ensure that she contacted him upon her return. The landlord's intention was to conduct a move out inspection and to collect rent for May.

The tenant stated that she spent the night of April 30, 2009 at her current address and then moved into a hotel in down town Vancouver, for the following two nights (Friday and Saturday). The tenant is claiming a total of \$413.85 for her hotel stay, transit to the hotel, legal advice, storage, change of address notification, furniture disposal and moving costs.

The tenant is also claiming the return of her personal belongings that she was unable to retrieve due to the locks being changed or their value, estimated at \$543.00.

Analysis

Based on the tenant's sworn testimony, I find that the tenant gave inadequate notice to end the tenancy. I also find that the landlord was diligent in dealing with the bed bug problem. Even though the tenant stated that the reason for the move was the "bug infestation", I find that the tenant had already found a new place to move into, and used the "bug infestation" as the reason for her move, to enable her to break her lease without penalty and move out without adequate notice.

The tenant moved out on April 30, 2009 and spent that night at her current address. Since the tenant had already made arrangements to move into her current address, I find that it was unnecessary for the tenant to spend two nights in a hotel located a fair distance away. For the same reason, I find that the tenant is not entitled to moving costs, storage fees, furniture disposal and all the other costs that she has claimed with regard to her move.

I find that the tenant has not proven her case for compensation. The costs that the tenant incurred are not as a result of a violation of the *Act* on the part of the landlord. Therefore, the tenant's claim for compensation in the amount of \$413.00 is dismissed.

However, by changing the locks, the landlord acted in violation of section 31 and caused the tenant to make an application for the return of her personal belongings. Therefore the landlord must bear the cost of filing this application. I order the landlord to pay \$50.00 to the tenant and to return her personal property to her.

Conclusion

The tenant's application for compensation for loss under the *Act* in the amount of \$413.00 is dismissed. The landlord must bear the cost of filing this application. I grant the tenant an order for the return of the tenant's personal belongings and for the filing fee of \$50.00.

Dated May 13, 2009.

Dispute Resolution Officer