

## **DECISION**

**Dispute Codes:** *MNDC*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation for loss under the *Act*. 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 compensation for her eviction and for the loss of some personal belongings?

### **Background and Evidence**

The tenancy started in May 2008. The current rent is \$420.00 per month. The landlord stated that as per the agreement between the two parties, the landlord provides support services such as housekeeping, medical services, laundry etc.

The tenant stated that in January 2010, while she was out, the locks to the rental unit were changed and she was unlawfully evicted. The landlord moved some of the tenant's belongings to a storage unit and the rest to a rental unit in a different building. The landlord stated that the tenant needed a higher level of support and was therefore moved to a building that had staff on duty 24 hours a day. The landlord stated that he acted in accordance with a mutual agreement signed by both parties under the title "transitional housing".

The landlord stated that this arrangement between the two parties does not come under the jurisdiction of the *Residential Tenancy Act* because it provides other support services to the tenants. The landlord was unable to provide information about the legislation that governed his housing arrangements.

The tenant agreed that her belongings were put into storage and remain there to this day at no cost to her. The tenant has access to these belongings but is unable to move them to her current unit, for lack of space.

The landlord stated that the City by law officers have advised the landlord that the quantity of the tenant's possessions when placed in the unit pose a fire and safety threat to the building and its occupants.

The tenant stated that she has lost her birth certificate, a mirror and some beauty products since the move and is claiming \$130.00 to replace these items. The tenant is also claiming compensation in the amount of one month's rent for eviction that she alleges was unlawful.

### **Analysis**

The landlord states that the issue under dispute is not under the protection of the *Residential Tenancy Act*, but he was unable to identify the legislation that governed and regulated the activities of the Community Builders Benevolence Group. Therefore, since this is a rental situation with a landlord/tenant type relationship between the parties, I find that this issue is under the protection of the *Residential Tenancy Act*.

The tenant is claiming \$130.00 for the loss of some items including a birth certificate. The tenant has not filed any details of her claim or evidence to support her claim. The landlord has offered to assist the tenant with getting a birth certificate. The tenant is also claiming one month's rent as compensation. Based on the testimony of both parties, I find that the tenant was moved to accommodation that better suited her needs and her belongings were stored by the landlord at no additional cost to the tenant. I find that the tenant did not incur any out of pocket expenses and therefore has not proven her monetary claim.

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right.

I find that the tenant was locked out of her rental unit when the landlord changed the locks and her belongings were moved to storage. The tenant was moved to a unit that was not to the tenant's liking but was in the best interest of the tenant. Therefore I find that the tenant is entitled to minimal award.

Accordingly I award the tenant \$100.00, as a minimal award. The tenant may retain \$100.00 off a future rent. The landlord has agreed to assist the tenant in applying for a replacement birth certificate.

**Conclusion**

The tenant may deduct \$100.00 off a future rent.

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: July 20, 2010.

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Dispute Resolution Officer