



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNDC, MNSD

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

I note here that on November 4, 2010 a hearing was conducted based on the tenant's Application to cancel a Notice to End Tenancy and a monetary order. In that hearing the matters of ending the tenancy; bedbugs; and the tenant's assertion that the landlord's entry into the unit was illegal were considered and ruled upon. As such, I have declined to review these matters in this application as they have been determined in that previous hearing.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; and for return of all or part of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The tenancy began in July 2009 as a month to month tenancy with a monthly rent of \$460.00 due on the 1<sup>st</sup> of each month and security deposit of \$230.00 was paid. The tenancy resulted from the landlord's issuance of a 10 Day Notice to End Tenancy for Unpaid Rent that he was issued an order of possession for on November 4, 2010.

The tenant claims the landlord entered her rental unit without notice and also that he moved her belongings after changing the locks on the rental unit and during the course of this he caused damage or lost some of the tenant's possessions. The tenant also submits that as a result of the landlord changing the locks and turning off the heat to the unit her pet fish died.

The landlord testified that he had gone to the rental unit after serving the tenant with the order of possession and found that she was making no efforts to leave the rental unit

and despite giving her some additional time to move her belongings, she failed to do so and as such the landlord changes the locks to the rental unit.

When she failed to remove her belongings the landlord put them in storage until such time as the tenant sent someone to pick up her belongings. The landlord noted that the tenant herself did not come to pick up these belongings.

The tenant claims the following compensation:

Description	Amount
Illegal Entry (since November 4, 2010)	\$1,000.00
Previous monetary order	\$115.00
Furniture and belongings damaged or lost (bed frame, door hanger with beads, dragon ornaments, dresser, table and film reel to reel projector)	\$1,640.00
Loss of pets	\$100.00
Inability to sleep due to bedbugs	\$500.00
Sexual Assault/Harassment	\$5,000.00
Loss of privacy regarding email communications	\$10,000.00
<b>Total</b>	<b>\$18,355.00</b>

### Analysis

Regarding the previous monetary order of \$115.00 returned from the security deposit, the tenant already has a monetary order for this amount, as such I declined to hear this matter as it is *res judicata*. This means that the matter has been resolved as the result of the previous (November 4, 2010) hearing.

In relation to the tenant's claim for the loss of sleep during the bed bug infestation, I declined to hear this matter as it too is *res judicata*, dealt with at the November 4, 2010 hearing.

On the matter of the tenant's claim of sexual assault and harassment, I decline jurisdiction on these matters as they are not related to the tenancy or the tenancy agreement and fall under the jurisdiction of other statutes and courts.

Similarly, on the matter of the tenant's claim for loss of privacy regarding email communications from her ex-husband to and/or from the landlord including communications with other provincial government agencies, I decline jurisdiction.

On the matter of the tenant's assertion that the landlord entered her rental unit illegal, the entry the tenant testified to occurred after the landlord had been granted an order of possession. As a result, I dismiss the tenant's application for any compensation as the landlord was not in breach of the Act, regulation or tenancy agreement.

As to the tenant's claim for damages and losses to her property (including her pets) that she left behind in the rental unit after the end of the tenancy. As it was the tenant's refusal to remove her belongings that caused the landlord to have to have the items removed and in the absence of any evidence of damage or the costs involved, I dismiss this portion of the tenant's application.

Conclusion

For the reasons noted above, I dismiss the tenant's application in its entirety without leave to reapply.

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: February 07, 2011.

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Residential Tenancy Branch