



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDC, LRE

Introduction

This hearing dealt with the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the Residential Tenancy Act (the "Act"), for an order requiring the Landlord to comply with the Act, regulations or tenancy agreement and an order suspending or setting conditions upon which the landlord may enter the rental unit.

Although served with the Application for Dispute Resolution and Notice of Hearing by personal delivery on June 18, 2011, according to the tenant's testimony, the landlord did not appear. The tenant successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the landlord's absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for damage or loss under section 67 of the Act under, for an order requiring the Landlord to comply with the Act, regulations or tenancy agreement and suspending or setting conditions upon which the landlord may enter the rental unit.?

Background and Evidence

There was no written tenancy agreement entered into evidence and the tenant was not clear when the tenancy started, either April or May 2011. The tenant testified that monthly rent is \$750.00 and she paid a security deposit of \$375.00.

The tenant testified that on the weekend of June 10-12, she was away visiting at a friend's home and upon her return, she noticed some of her belongings were knocked

over. It was at this time, she noticed screens had been placed over her windows, which indicated the landlord had been in her rental unit without notice to her.

Additionally, the tenant stated that a photo of her daughter was missing from the frame.

The tenant stated that she spoke to the landlords about the intrusion.

The tenant provided no documentary evidence.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant's Application for a monetary order in the amount of \$375.00, relates to her claim for the landlord's unauthorized intrusion into her rental unit and for the missing photo.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations, the tenant in this case, has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I find the tenant submitted insufficient evidence of the value of the photo or the loss of her privacy. The tenant in the hearing provided inconclusive testimony and submitted no documentary proof that screens had been placed on the windows or that the photo was missing in her absence. I therefore **dismiss** her monetary claim of \$375.00.

As to the tenant's remaining requests, I direct the landlord to comply with Section 29 of the *Act*, and give the tenant at least 24 hours written notice that includes the purpose of entering, which must be reasonable and the date and the time of the entry, which must be between 8:00 a.m. and 9:00 p.m. Upon the landlords' failure to comply with section 29, the tenant is at liberty to make further application for dispute resolution for an order for a rent reduction for loss of quiet enjoyment.

Conclusion

The tenant's monetary claim for \$375.00 is dismissed.

The landlord is directed to comply with Section 29 of the Act, and give the tenant at least 24 hours written notice that includes the purpose of entering, which must be reasonable and the date and the time of the entry, which must be between 8:00 a.m. and 9:00 p.m.

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 18, 2011.

Residential Tenancy Branch