



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing was convened in response to an Application for Dispute Resolution filed by the tenant. The tenant is seeking a monetary award in the sum of \$5,000.00 and recovery of the filing fee paid for this application.

The landlord did not appear. The tenant testified that she served the landlord personally with the Application for Dispute Resolution Hearing package by personal service on August 10, 2011. I therefore find that the tenant was duly served as required by the Act.

The tenant gave evidence under oath.

### Issue(s) to be Decided

Is the tenant entitled to the Orders sought?

### Background and Evidence

The tenant testified that she moved into the rental unit on July 1, 2011. Shortly after she moved in the tenant says that she and the landlord had a dispute over "sexual issues". The tenant explained that the landlord was angry with her because she was bringing men home. The tenant says the landlord wanted to have sex with her and she did not want to have sex with him. Following this dispute, on July 28, 2011 the tenant says she returned to the rental unit to discover that the landlord had changed the locks. The tenant says she called the police and a police escort retrieved her possession and "...moved them to Kelowna, July 29, 2011". The tenant says she is seeking the following:

As per Section 51(2)(b) of the Act - double the rent	\$1,300.00
Cost of emergency moving expenses	500.00
Gas Expenses	200.00
Food Expense	300.00
Phone Expense	100.00
Scholarship Losses	1,130.00
Suffering	1,500.00
Couch	300.00
Total	\$5,330.00

With regard to the claim for double rent the tenant says the Act states that if a landlord changes the locks on the rental unit he must pay a tenant double the monthly rent.

The tenant says the claim for gas is because she had to drive around looking for another place to live. The tenant says she eventually stayed at a transition house.

The tenant says the claim for food is the food she had to buy while looking for a place to live and the food she left behind when she was locked out.

The tenant says the claim for phone charges is the cost she incurred to use her phone after being illegally evicted.

The tenant says she is a student at SFU and she is pregnant and this issue has caused her stress such that she lost \$1,130.00 in scholarships and the stress has caused \$1,500.00 in suffering. Finally the tenant says she was unable to get her couch back and she is seeking \$300.00 therefor.

In evidence the tenant supplied an "Intent to Rent" form which she said she prepared for the landlord's signature. The tenant says it bears the landlord's signature and confirms that he received \$650.00 in rent on July 1, 2011. The tenant says she supplied this form to the Ministry of Employment and Income Assistance to confirm that her legal address changed on July 1, 2011.

The tenant supplied an invoice from the Brick dated July 12, 2011 which she says is for a couch purchase for which she paid half. The customer noted on the invoice is the landlord.

The tenant also supplied a note from the Seymour Health Centre dated May 11, 2011 stating:

This is to verify that Ms. L is pregnant with ECD = June 4, 2012.

The tenant states that this note is submitted to supply "...pregnancy proof for stress/emotional compensation".

The tenant has also supplied a RCMP business card showing a file number and the name of a constable O'Brien. The tenant says this is proof that the landlord changed the locks illegally.

Finally the tenant supplied a copy of a business card from "Joy's Place – Transition House" which she says was her temporary housing due to the "illegal lock change/eviction."

### Analysis

With respect to the tenants claim for double the rent, the Act does not state that tenants are entitled to double the rent if the locks on the rental unit are changed. The portion of the Act that the tenant has relied upon actually says:

#### **Tenant's compensation: section 49 notice**

**51** (1) A tenant who receives a notice to end a tenancy under section 49 *[landlord's use of property]* is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

(1.1) A tenant referred to in subsection (1) may withhold the amount authorized from the last month's rent and, for the purposes of section 50 (2), that amount is deemed to have been paid to the landlord.

(1.2) If a tenant referred to in subsection (1) gives notice under section 50 before withholding the amount referred to in that subsection, the landlord must refund that amount.

(2) In addition to the amount payable under subsection (1), if

(a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or

(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

With respect to the balance of the tenant's claims I find that the tenant has failed to bring sufficient evidence to prove any of the losses claimed.

### Conclusion

The tenant's application is dismissed.

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: November 09, 2011.

---

Residential Tenancy Branch