



# 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 filed by the tenant seeking a monetary order for compensation, recovery of the filing fee paid for this application and “other”.

Both parties appeared at the hearing of this matter.

### Issue(s) to be Decided

Has the tenant met the burden of proving he is entitled to the Orders sought?

### Background and Evidence

The tenant submits that on May 22, 2012 the landlord sent him a letter changing the conditions of his tenancy agreement. The tenant says he did not agree with the changes but the landlord proceeded to install a locked mailbox at the front door of the rental home which is at the entrance to the landlord’s area of the home. The tenant says the landlord delivers his mail to his suite door at the back of the home but she slides it into the door frame and this ruins the mail and there is a risk it could get wet.

The landlord states that all mail was deliver by Canada Post to an unlocked box at the front of the rental unit. The landlord states that as a result of a previous dispute with the Residential Tenancy Branch the relationship between the landlords and the tenant has been strained. The landlord says she no longer feels comfortable with the tenant having access to her mailbox. The landlord states that although she is not blaming the tenant for the loss she became concerned when she noted that some of her mail was going missing. The landlord agrees that she installed a locked mailbox and that she delivers the tenant’s mail by sliding it through his door.

Analysis

The parties agreed that the landlord will install a non-locking mailbox by the door to the tenant's suite. Rather than slipping the tenants' mail into the door jam the landlord will place it in the mailbox.

The tenant has also made an application for compensation for loss, I find he has failed to prove that he incurred a loss. This claim is therefore dismissed.

The tenant seeks recovery of the \$50.00 filing fee. The tenant argued that he attempted to work something out with the landlord but she refused to meet with him. The landlord states that she was going to meet with the tenant to discuss issues but a problem arose with childcare and she could not make the meeting. The landlord says she telephoned the tenant to arrange another time but the tenant advised her that he had made his complaint to the Residential Tenancy Branch. I accept the testimony of both parties in this regard and I decline to award recovery of the filing fee to the tenant.

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: June 27, 2012.

---

Residential Tenancy Branch