



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage of loss.

The Tenant stated that the Application for Dispute Resolution, the Notice of Hearing, and photographs were personally served to the Landlord on May 10, 2012. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to compensation for damage to her personal property and for replacing the lock to the rental unit.

Background and Evidence

The Tenant stated that this tenancy began on December 01, 2011 and ended on June 02, 2012. She stated that in April of 2012 the Landlord was power washing his deck and stairs; that the water entered her storage area; and that the water damaged some of her personal property. The Tenant is seeking compensation for the personal property that was damaged by the water.

The Tenant is also seeking compensation for replacing the lock on her door. She stated that she believed the Landlord was accessing her rental unit by prying the lock with a butter knife; that she never saw the Landlord inside her rental unit; that the lock was “damaged” for approximately one or two months before she concluded that the Landlord was entering her rental unit; that she replaced the lock approximately one week before she vacated the rental unit; and that she has no receipt for the cost of the replacement.

Analysis

Section 67 of the *Act* authorizes me to order a landlord to pay compensation to a tenant only when a tenant suffers a loss arising from the landlord’s failure to comply with the

Act. I find that the Tenant submitted insufficient evidence to show that the Landlord failed to comply with the *Act* when he damaged her personal property. I specifically note that the *Act* does not contemplate awarding compensation to a tenant when a landlord accidentally damages personal property. As there is no evidence that the Landlord breached the *Act*, I find that I do not have jurisdiction to award compensation for damage to the Tenant's personal property.

I find that the Tenant submitted insufficient evidence to establish that the Landlord was entering her rental unit by bypassing her lock. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates her suspicion that it was the Landlord that was opening her lock with a butter knife. As the Tenant has failed to establish that the Landlord was entering her rental unit, I dismiss her claim for compensation for replacing the lock.

Conclusion

I find that the Tenant has failed to establish a monetary claim.

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 16, 2012.

Residential Tenancy Branch