



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNSD, MNDC, AAT, CNC

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of her security deposit, for a monetary Order for money owed or compensation for damage or loss; for authorization to access the rental unit; and to set aside the Notice to End Tenancy for Cause. At the hearing the Tenant stated that she has not been served with a proper Notice to End Tenancy and I therefore find that I do not need to consider the application to set aside the Notice to End Tenancy for Cause. At the hearing the Tenant stated that she does not wish to reside in the rental unit but she does want an Order requiring the Landlord to provide her with access to the rental unit for the purposes of recovering her property.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### Issue(s) to be Decided

The issue to be decided is whether there is a need for an Order requiring the Landlord to provide the Tenant with access to the rental unit; whether the Tenant is entitled to the return of her security deposit; and whether the Tenant is entitled to compensation from the Landlord for being locked out of her rental unit.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on August 01, 2012 and that there is no written tenancy agreement. The Tenant stated that she entered into a verbal tenancy agreement with the Landlord in which she agreed to pay monthly rent of \$1,200.00 to the Landlord and that the Landlord was aware that she would have two people living with her. The Landlord stated that she entered into a verbal tenancy agreement with the Tenant and a co-tenant in which the tenants jointly agreed to pay monthly rent of \$1,200.00 to the Landlord and that the Landlord was aware that there would be an additional person living with them.

The Landlord and the Tenant agree that the police were called to the rental unit after one of the Tenant's roommates alleged that the Tenant has assaulted him. The Tenant

cannot recall the date of this incident and the Landlord stated that the incident occurred on August 20, 2012.

The Landlord and the Tenant agree that the Tenant left the rental unit after the attending police officer directed her to vacate the rental unit. The parties agree that the Tenant subsequently returned to the rental unit but her roommates would not provide her with access to the rental unit. The Landlord and the Tenant agree that the tenants/occupants were given keys to the deadbolt lock but they were not given keys to the locking door handle. The parties agree that the roommates would not unlock the locking door handle when the Tenant wanted to return to the rental unit.

The Landlord stated that the Tenant did not ask her for assistance in accessing the rental unit and that she would not have been able to provide access as she did not have a key to the locking door handle. The Tenant stated that she did ask the Landlord for help accessing the rental unit but help was not provided.

At the hearing the Landlord and the Tenant agreed to meet at the rental unit at noon on October 06, 2012 or at another mutually convenient time, for the purposes of providing the Tenant with the opportunity to remove her personal property. The Landlord stated that she will advise the other persons occupying the unit of her intent to enter the rental unit on that date and she will contact the RCMP to ensure a police officer is present for the purposes of keeping the peace.

At the hearing the Landlord agreed to return the \$250.00 security deposit that was paid in relation to this tenancy and that the money will be returned on October 06, 2012.

The Tenant is also seeking financial compensation because the Landlord did not intervene when the other tenant/occupant prevented her from accessing the rental unit.

### Analysis

On the basis of the testimony provided by the parties at the hearing, I find that neither party wishes to continue this tenancy and I therefore find that the tenancy has ended.

On the basis of the agreement reached at the hearing, I Order the Landlord to meet the Tenant at the rental unit at noon on October 06, 2012 or at another mutually convenient time, for the purposes of providing the Tenant with the opportunity to remove her personal property and to advise the other tenant/occupant of her intent to access the rental unit in accordance with the *Residential Tenancy Act (Act)*.

On the basis of the agreement reached at the hearing, I find that the Landlord must return the security deposit of \$250.00 to the Tenant.

Section 67 of the *Act* authorizes me to order a landlord to pay money to a tenant when a tenant has suffered a loss as a result of the landlord breaching the *Act*. There is nothing in the *Act* that requires a landlord to intervene in a dispute between co-tenants

or between a tenant and a person permitted on the property by a tenant. I therefore cannot conclude that the Landlord breached the *Act* when she did not intervene in the dispute between the Tenant and her roommates and I dismiss the Tenant's application for financial compensation for damages arising from this incident.

### Conclusion

On the basis of the agreement reached at the hearing I granted the Tenant a monetary Order for \$250.00. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: September 27, 2012.

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Residential Tenancy Branch