



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not attend the Hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are undisputed facts: The tenancy started on October 15, 2011. Rent of \$900.00 was payable monthly and at the outset of the tenancy, the Landlord collected a security deposit of \$450.00. In early June 2012 the Tenant’s smaller children were sexually assaulted by the Landlord’s son and upon reporting this matter to the police and to the social worker, the Tenant was advised by the social worker to go to a women’s shelter for the safety of herself and her children. The Tenant left the unit with her children and went to the shelter on June 14, 2012. The Tenant had previously paid \$750.00 towards June 2012 rent and on June 20, 2012 the Tenant returned to the unit

to pay the remainder of the rent and to make arrangements for the storage of her belongings until a new tenancy was found.

The Tenant states that upon arriving at the unit, her belongings had been removed and persons who did not speak English were in the unit cleaning. The Tenant spoke with the next door tenants in the same house and they told her that the Landlord had taken all her belongings, including her furniture and clothing to the dump. The only belongings that Tenant had at the time were those items of clothing taken to the shelter previously. Prior to this incident, the Landlord had asked the Tenant to move out of the unit in order to make repairs to the unit and had also accused the Tenant of bringing bed bugs into the unit. The Tenant denies bringing in the bugs and states that the bugs started in the other tenants' unit. The Tenant has not contacted the Landlord since confronting the Landlord in early June 2012 about the sexual assaults.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Tenant that the Landlord acted to remove the Tenant and her belongings from the unit after June 15, 2012, I find that the Tenant lost ½ month use and occupancy of the unit and is therefore entitled to compensation for the loss of ½ month rent in the amount of **\$450.00**.

As the Tenant paid \$750.00 towards June 2012 rent, I deduct the \$450.00 from this amount and find the Tenant is entitled to the amount of **\$350.00**. As the tenancy ended several months ago and no claim has been made by the Landlord in relation to the security deposit, I find that the Tenant is entitled to recovery of her security deposit in the amount of **\$450.00**. As the Tenant has been largely successful with her application,

I find that the Tenant is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$850.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$850.00**. If necessary, this order may be filed in the 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: November 05, 2012.

Residential Tenancy Branch