Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RPP, LRE, OPT, AAT, FF, O

Introduction

This decision deals with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order requiring the landlord to return the tenant's personal property pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an Order of Possession of the rental unit pursuant to section 54;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72; and
- other unspecified remedies.

Both parties attended the February 1, 2013 and March 6, 2013 hearings of this matter and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to cross-examine one another. At the March 6, 2013 hearing (the reconvened hearing), the landlord was also represented by her legal counsel.

As both parties agreed that the tenancy ended when the tenant was evicted from the premises on January 16, 2013, at the February 1, 2013 hearing (the initial hearing) the tenant agreed that there was no need to consider her applications for the following:

- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an Order of Possession of the rental unit pursuant to section 54;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;.

These portions of the tenant's application are withdrawn.

Issues in Dispute

Should the landlord's request for a second adjournment be granted? If not, should any of the late written and photographic evidence submitted by the parties be considered? Is the tenant entitled to a monetary award for loss or damage arising out of this tenancy? Should any other orders be issued with respect to this tenancy? Is the tenant entitled to recover her filing fee for this application from the landlord?

Preliminary Issues – Service of Documents and Interim Decision

In my Interim Decision of February 7, 2013, I outlined the details of the parties' service of documents to one another and amendments to the tenant's application for dispute resolution. While I will not repeat this information in detail in this decision, I note that at the initial hearing the landlord testified that the company that was acting as her agent in this matter posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on November 21, 2012. The effective date of the 10 Day Notice was December 4, 2012. The tenant testified that she never received the 10 Day Notice.

The tenant testified that she sent the landlord a copy of her original dispute resolution hearing package in which she sought a monetary award of $2,900.00 by registered mail on January 10, 2013. The landlord confirmed that she received the tenant's original application by registered mail. As noted in my Interim Decision, I am satisfied that the tenant served this package to the landlord in accordance with the *Act*.

In my Interim Decision, I also noted that the tenant amended the amount of her requested monetary award from $2,900.00 to $25,000.00. She also added the return of her personal property to her original application. However, the tenant had not forwarded a copy of her amended application to the landlord prior to the initial hearing.

At the reconvened hearing of March 6, 2013 , the landlord's counsel and the landlord noted that the landlord had still not received a copy of the tenant's amended application for a monetary award of $25,000.00. As set out in my Interim Decision, I was unwilling to consider the tenant's amended application for the increased monetary award at the initial hearing because I was not satisfied that the landlord had been given an adequate opportunity to prepare for the tenant's request for this greatly increased claim.

I advised the parties that I believed that the landlord was fully aware by the time of the reconvened hearing that the tenant was seeking an increased monetary Order of $25,000.00. I noted that the landlord had submitted very late written evidence questioning the tenant's claim now totalling $46.640.00. Although the landlord and her counsel were correct in noting that the tenant had still not submitted a copy of her amended application for dispute resolution seeking a monetary award of $25,000.00, I

confirmed at the hearing that the amendments made by the tenant to her original application were limited to the following. The tenant testified that she stroked through the $2,900.00 monetary Order requested in her original application and replaced that figure with $25,000.00. Her sole other substantive change to her application was to add "RPP- Return the tenants property" to her application. I am fully satisfied that the landlord was well aware of these aspects of the tenant's amended application prior to the reconvened hearing and had ample opportunity to prepare for responding to the tenant's pursuit of these additions to her original application. As I did not consider that the tenant's failure to provide the landlord with a copy of the actual amended application for dispute resolution constituted a breach of the principles of natural justice, I advised the parties at the reconvened hearing that I would consider the tenant's amended application for a monetary award of $25,000.00 and the return of her personal property.

Preliminary Issue- Developments Regarding Previous Dispute Resolution Decision Regarding this Tenancy

As outlined in my Interim Decision an arbitrator issued a decision with respect to this tenancy on January 14, 2013. The arbitrator had issued the landlord's agent with a 2 Day Order of Possession and a $3,000.00 monetary Order for unpaid rent. At the initial hearing, the tenant testified that she had applied for a review of the arbitrator's decision and orders on January 14, 2013, and had obtained a review hearing to be considered by the Residential Tenancy Branch (the RTB) on February 14, 2013.

At the reconvened hearing, both parties testified that they had not received copies of the decision resulting from the review hearing of February 14, 2013. Although I noted at the reconvened hearing that I could not revisit the matters considered by other Arbitrators appointed under the *Act*, it was important for those participating in the reconvened hearing to be aware of the current status of the tenant's application for review of the arbitrator's decision. This was particularly important as the previous application had been initiated by the landlord's agent.

I advised the parties at the reconvened hearing that neither party to the application heard on February 14, 2013 had attended the hearing. As such, the arbitrator dismissed the landlord's agent's application for dispute resolution with leave to reapply. She suspended the Original Decision and Orders.

Preliminary Issue- Landlord's Request for an Adjournment at the March 6, 2013 Hearing

At the commencement of the reconvened hearing, the landlord's counsel requested a second adjournment of the hearing. She requested this adjournment to enable the landlord's late written evidence to be considered as part of this hearing. She said that the tenant's evidence was not received in time for the landlord to submit her written

response to that evidence. The landlord's counsel also noted that the landlord had tried to ensure that her agents, who had represented her in the previous application regarding this tenancy, would participate in this hearing. She said that the landlord's agents who took significant actions associated with the ending of this tenancy were no longer responding to the landlord's calls. If an adjournment were granted, the landlord's counsel would seek to obtain a summons requiring the landlord's agent's attendance at the reconvened hearing.

Analysis- Landlord's Request for an Adjournment of the March 6, 2013 Hearing

Rule 6 of the Residential Tenancy Branch (RTB) Rules of Procedure establishes how late requests for a rescheduling and adjournment of dispute resolution proceedings are handled. In this case, the landlord's counsel confirmed that she had made no written request to seek an adjournment of this hearing. Despite failing to alert either the RTB or the tenant to the request for an adjournment until after the reconvened hearing had started, Rule 6.3 does allow me to adjourn a proceeding at the request of a party or on my own initiative.

In considering this request for an adjournment, I have applied the criteria established in Rule 6.4 of the Rules of Procedure. The tenant opposed this request for a further adjournment, noting that she was experiencing hardship. In her previous written evidence she had stated that she left the tenancy with very little clothing and personal possessions. She said that she had been without her personal possessions for some time and only received a partial return of her belongings when she did obtain them on February 5, 2013. She said that many of her belongings were in a damaged state when she received them following the order I included in my Interim Decision requiring the landlord to return the tenant's personal possessions on February 5, 2013.

Although I gave the request by the landlord's counsel careful consideration, I advised the parties that my Interim Decision was particularly specific with respect to how **and when** the parties were to submit any written evidence they wished to have considered for the reconvened hearing. Given the problems in serving documents to one another at the correct address that surfaced in the initial hearing, I took particular care in my Interim Decision to wait until a Notice of Hearing had been prepared before I sent my Interim Decision. I included the actual date of the Reconvened Hearing as part of the text of my Interim Decision and attached copies of the Notices to each party. The hearing was scheduled almost one month in advance. By the date of my Interim Decision, the parties had ample opportunity to consider what had transpired on February 5, 2013, when the remainder of the tenants' personal possessions were returned to her by the landlord. I encouraged the parties to bring a witness with them to ensure that there was agreement as to what was conveyed from the landlord to the

tenant at the appointed time to transfer the tenant's possessions. My Interim Decision also made specific reference to my willingness to "consider new evidence including any amended or joined applications properly submitted to the RTB and served to the other party at the convened hearing." I also directed the parties to provide copies of their new evidence "to the RTB and one another at least seven days in advance of the reconvened hearing."

Given the specific directions I included in my Interim Decision, I find little reason for either party claiming that they did not have enough time to submit their written evidence. In this regard, I find that both parties appear to have neglected submitting their written evidence on time and in contravention of the express orders included in my Interim Decision. While I realize that a firm time limit for exchanging evidence prevents parties from responding to submissions made by the other party very close to that deadline, closure on the exchange of written evidence has to be established at some point and this was clearly set out in my Interim Decision.

In broad terms, the landlord's counsel asked for authorization to her have her client's very late written evidence considered because the tenant's evidence was not received until after the 7-day time limit established in my Interim Decision. The RTB received the landlord's late evidence on March 4, 2013. The tenant said that she had not yet received this late evidence from the landlord. The tenant testified that she sent her written evidence package to the landlord by registered mail on February 26, 2013. In accordance with section 90 of the *Act*, registered mail is deemed served on the fifth day after its mailing. In this case, the tenant's written evidence was deemed served to the landlord on March 3, 2013. Based on the sworn testimony of both parties and the dates their written evidence was dated and received by the RTB, I find that both parties have failed to comply with the order set out in my Interim Decision with respect to the service of documents to one another at least 7 days in advance of the reconvened hearing. I advised the parties at the hearing that I would not be considering either of their written and photographic submissions of late evidence.

The landlord's counsel advised that her primary reason for seeking an adjournment was to be given time to have the landlord's comments regarding the tenant's written evidence considered. As discussed at the hearing, the deterioration in the relationship between the landlord and her agent may be a contractual issue between the landlord and her agent and not an issue to be considered in the context of a dispute resolution hearing. There is no question that the landlord was represented during important portions of this tenancy by the landlord's agent(s). At the hearing, the landlord's counsel agreed that she had less interest in seeking an adjournment if I were unwilling to consider either set of late written and photographic evidence submitted by the parties.

At the hearing, I advised the parties that I was dismissing the landlord's request for an adjournment because I found that the request did not meet the criteria established for granting such a request. I also noted that I would proceed without consideration of the late written and photographic evidence submitted by either party.

Background and Evidence

While I have turned my mind to all the documentary evidence presented on time and in accordance with the *Act* and my Interim decision, and the testimony of the parties at both hearings, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

The tenant commenced living in the rental unit, in a controlled entrance strata building on October 1, 2012. The landlord claimed at the initial hearing that no residential tenancy existed and the tenant was occupying the rental unit as an employee of the landlord's agent. Although neither party submitted a copy of a written residential tenancy agreement, the landlord's agent did issue a 10 Day Notice to the tenant pursuant to the *Act*. The landlord's agent also applied for dispute resolution to obtain a monetary award and an Order of Possession, again pursuant to the *Act*. The landlord was also aware of her agent's efforts to remove the tenant from the premises, again on the basis of an Order of Possession obtained through the *Act*. I find little evidence to support the landlord's assertion at the initial hearing that this was not a residential tenancy covered under the *Act*. On this point, I find it instructive that no such argument was presented on the landlord's behalf at the second hearing when the tenant was accompanied by legal counsel.

I find that this residential tenancy commenced on October 1, 2012, with a monthly rent set at $900.00, payable in advance on the first of each month. No security deposit was paid for this tenancy.

Although the tenant's amended application for a monetary award was for $25,000.00, she admitted at the hearing that she had little evidence to quantify her purchases and to demonstrate the extent of her financial losses arising out of this tenancy. In her original application for dispute resolution, she claimed to have paid her November 2012, December 2012 and January 2012 rent. Elsewhere in her evidence, she admitted that she had not paid her November 2012 rent on time, hence leading to the action taken by the landlord's agent to seek an end to this tenancy. At both hearings, the tenant testified that her major concern was to obtain missing personal possessions that had been taken, broken, or given away by the landlord after she was forced to leave the rental unit on January 16, 2013.

The tenant entered undisputed sworn testimony and written evidence that the landlord entered the rental unit on November 21, 2012, when a friend of hers was looking after her dogs in the rental unit while she was on holidays. Although the landlord gave a different account of this incident, she did not deny the tenant's claim that the landlord ordered the tenant's house sitter/dog sitter to leave and changed the locks to the rental unit at that time. The landlord said that she thought that the tenant had abandoned the rental unit when she did not pay her November 2012 rent and was seen exiting the strata complex. She also testified that all of the tenant's belongings were still in the rental unit when she ordered the tenant's guest to leave, provide her with his key to the rental unit, and changed the locks.

Upon returning to the country and learning of what had transpired the tenant regained access to the rental unit and changed the locks again at her own expense. She entered into written evidence a copy of a $330.00 locksmith bill for work done on November 30, 2012 to restore her access to the rental unit.

The tenant entered undisputed sworn oral and written evidence that the landlord's agent served her with Arbitrator Bell's January 14, 2013 decision and orders on January 14, 2013. She gave undisputed evidenced that she applied for a review of Arbitrator Bell's decision on January 15, 2013. The office manager of the landlord's agent returned to the premises on January 16, 2013, without obtaining the services of a court appointed bailiff assigned the task of ending this tenancy by the Supreme Court of B.C. The tenant testified that she told the landlord's agent that he could not evict her as she had applied for a review of the January 14, 2013 decision. The landlord's agent apparently mistakenly believed that he could obtain vacant possession of the premises without seeking authorization to act on this matter from the Supreme Court of B.C. The tenant also gave undisputed evidence that she advised the landlord's agent and four police officers of the local police department that she had applied for a review of Arbitrator Bell's decision and order and that by doing so, the landlord could not obtain vacant possession of the rental unit. Despite the failure of the landlord's agent to follow the correct procedure to end this tenancy, the police officers apparently allowed the landlord's agent to evict the tenant on January 16, 2013. She gave undisputed testimony that she was told by the police that they would charge her with assault and trespassing if she remained on the premises. She gave written evidence that she packed one bag and left. She indicated that the police arranged with the landlord's agent for her to return on Saturday, January 19, 2013 to obtain her belongings.

The tenant provided written evidence that when her brother returned to the strata complex on January 19, her belongings were not available. She did make arrangements directly with the landlord on January 21, 2013 to pick up some of her belongings after the police confirmed that they were not stolen. She entered the

following written evidence with respect to her January 21, 2013 retrieval of some of her possessions from the landlord:

> *…She (the landlord) then gave me some of my belongings that were in the underground in garbage bags. The only furniture that was returned was my mattress and couch. The police said she had to return all my furniture and belongings…*

She added that she was able to obtain more of her belongings, allegedly mixed in with garbage, in green garbage bags in the rental unit on January 24, 2013. The tenant alleged that the landlord had given some of her possessions away, left some of her other possessions in publicly accessible parts of the building, and discarded some of her other belongings.

At the initial hearing, the landlord denied having given the tenant's possessions to others, but did say that she some of the tenant's items were in a storage unit in the strata complex. These included a chest of drawers, a night table, a rug, two lamps, a desk and various other items. When the tenant offered to come to the strata complex to retrieve these items, the landlord changed her testimony and said that the tenant's remaining possessions were being stored "in two different locations" and that she would prefer to pick these items up and have them delivered to the location where the tenant was storing her other belongings. As I was concerned that the landlord had displayed little regard for her responsibilities of safeguarding the tenant's possessions as required by the *Act*, I ordered the landlord to return all of the tenant's possessions currently being held by the landlord and her agents to the tenant's storage location at an appointed time after the initial hearing.

The tenant submitted a Monetary Order Worksheet to support her initial application for a monetary award of $2,900.00. Included in this list of items was $80.00 for a new lock and $250.00 for a locksmith who gave her restored access to her rental unit. She also included a request for $1,000.00 in compensation for her loss of privacy, as she was forced to find ways to access the building during the period between the landlord's initial seizure of her premises and her eventual eviction on January 16, 2013.

The tenant also provided photographs of her possessions wrapped for most part in green garbage bags with garbage and the contents of her kitchen, including some non-perishable food. She gave undisputed sworn testimony, written and photographic evidence that the landlord packed those belongings returned to her during the period when the landlord had possession of the rental unit before the tenant returned in November 2012.

At the initial hearing, the tenant testified that she had been able to retrieve some of her possessions, but she was still missing many items. On February 5, 2013, she obtained more of her personal possessions, but testified at the reconvened hearing that many items had been damaged while in the landlord's care.

The landlord testified that she had returned all of the tenant's possessions as of February 5, 2013, and noted that there was debris and garbage that had been discarded at the end of this tenancy. She testified that any damage that had occurred was likely minor and could easily be repaired. At the initial hearing, the landlord noted that many of the items in the rental unit did not appear to be the tenant's. She questioned whether the tenant had been involved in some type of legal activity to obtain these goods.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, the unusual circumstances of how the landlord and her agents obtained unauthorized possession of this rental unit not once, but twice during a two month period, lend some credence to the tenant's claim that she could not produce receipts to demonstrate her losses because she was evicted at such short notice. However, other than a locksmith's bill, the tenant produced no bills, receipts, invoices, even for those expenses she has incurred after her tenancy ended.

I also share the doubts expressed by the landlord and the landlord's counsel as to the ever-escalating amount of losses identified in the tenant's claim. From January 8, 2013 until shortly before this reconvened hearing, the tenant's estimated losses increased from $2,900.00 to upwards of $46,000.00. In the written evidence package the tenant submitted before the initial hearing, she identified 51 items that she maintained had gone missing at the end of her tenancy. She provided estimates of the value of these items and noted that the furniture had all been purchased in the previous four months. Although her initial application for dispute resolution stated that she was "on a budget" the estimated value of the missing items, without any receipts or photographs, seems to suggest otherwise. For example, she estimated the value of seven pairs of boots in excess of $6,000.00. The tenant claimed that she lost $1,000.00 of clothes hangers

and over $2,500.00 in jackets. She also claimed for a $1,500.00 set of linen. She identified a Prada handbag that had gone missing for which she had paid $3,500.00 and an original William Featherston piece worth $38,000.00 that was also missing. To these amounts, she added 7 night's hotel accommodation for almost $1,700.00. I find many of the tenant's "estimates" of loss lack credibility and appear to seek a windfall profit from this sequence of events.

Although I have taken into account both the landlord's and tenant's oral, written and photographic evidence, I find it instructive that neither party called any witnesses to corroborate their accounts of what transpired during this tenancy, even though their accounts are replete with references to others who were witnesses. Even in the tenant's late written evidence that I did not take into account in reaching my decision, the purported authors of "written" statements attesting to her version of events did not actually sign anything. In fact, they are nothing but typed statements with a purported witnesses' name typed at the bottom of the statement. Similarly, much of the interaction with the tenant was undertaken by the landlord's agents on the landlord's behalf. While her agents appear to have participated in the original hearing conducted by Arbitrator Bell, the landlord presented no written evidence from them, nor did they participate in the initial or reconvened hearings. The landlord's counsel noted that the relationship between the landlord and her agents had "deteriorated" to the point where they were unwilling to voluntarily participate in the reconvened hearing. Given the magnitude of the mistakes made in seizing occupancy of the rental unit on two separate occasions and the questions raised by the landlord about the ownership and legality of contents of the tenant's rental unit, the lack of participation by witnesses at these hearings does not seem altogether surprising.

In general terms, I find neither party particularly credible in their sworn testimony. Their testimony was not consistent and their accounts, both written and oral, varied frequently. The tenant's ongoing additions to the list of items that went missing at the end of her tenancy and her escalating estimate of their value raises serious questions as to the size of her claim. For her part, the landlord's pattern of behavior is more consistent to the extent that I find that she has demonstrated an ongoing disregard for her responsibilities as a landlord, a disregard for the *Act* that appears shared with the agents she appointed to act on her behalf during this tenancy.

An issue as straightforward as whether the landlord or her agents actually did or did not receive rent from the tenant was not really settled by either party at the hearing, due to their almost total reliance on their sworn testimony and their own written statements. The tenant did submit a photo of a signed December 10, 2012 cheque for $1,000.00, but the quality of this photo was so poor that it is difficult to determine who was to be the recipient of this cheque and there is no confirmation that it was actually sent or cashed.

Although I specifically encouraged the parties to have witnesses participate in the landlord's return of the remaining portions of the tenant's belongings on February 5, 2013, neither party chose to have those witnesses attend the reconvened hearing. The tenant gave more compelling sworn testimony that rather than have a moving company store or move her possessions, the landlord retained a "junk removal" firm to do this work. She testified that many of the belongings that were conveyed to her on February 5, 2013 were damaged by the time they arrived at the storage facility she had retained.

As set out below, section 28 of the *Act* establishes a tenant's right to quiet enjoyment of the rental premises,

> *including, but not limited to, rights to the following:*
>
> > *(a) reasonable privacy;*
> >
> > *(b) freedom from unreasonable disturbance;*
> >
> > *(c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];*
> >
> > *(d) use of common areas for reasonable and lawful purposes, free from significant interference.*

Based on a balance of probabilities, I find that there is compelling evidence that the landlord did not have legal authority to take possession of the rental unit on November 21, 2012, when she entered the rental unit, told the tenant's house sitter/ dog sitter that he had to leave, changed the locks to exclude the tenant, and commenced storing and discarding the tenant's possessions. For this illegal action, I issue a monetary award in the tenant's favour in the amount of $900.00, an amount equivalent to one month's rent.

I also issue a monetary award in the tenant's favour pursuant to section 67 of the *Act,* as I find that she is entitled to recover her $330.00 locksmith expenses submitted into written evidence to have the landlord's illegal changing of the locks reversed.

I find that even when the tenant regained occupancy of the rental unit following her return from vacation in late November 2012, that the tenant's quiet enjoyment of the premises were so compromised that she is entitled to a monetary award for having to constantly seek alternate ways to enter the premises. Under these circumstances, I issue a further monetary award in the tenant's favour in the amount of $450.00 for her loss of quiet enjoyment of the premises once she did return to the rental unit by November 30, 2012.

I find that the pattern of disregard for the provisions of the *Act* continued into January 2013, when the landlord's agent obtained possession of the rental unit without taking the proper measures to do so and with the apparent complicity of four local police officers. Subsequent determinations by the RTB led to a review and eventual suspension of Arbitrator Bell's decision and Orders. In other words, had the landlord's agent not taken these precipitous actions, this tenancy would have continued.

While the landlord may not have been an active participant in this process and may wish to consider her options with respect to those then representing her interests, the fact remains that this tenancy ended while the tenant had taken the correct measures to have the January 14, 2013 decision and Order of Arbitrator Bell reviewed and subsequently suspended. Under these circumstances, I find that the tenant is entitled to a monetary award of $450.00, the amount equivalent to one-half month's rent.

Section 65 of the *Act* provides me with broad powers to issue orders if I find that a landlord or tenant has not complied with the *Act*, the regulations or a tenancy agreement. These powers include but are not limited to ordering

65(1) *(c) that any money paid by a tenant to a landlord must be*

(i) repaid to the tenant,

(ii) deducted from rent, ...

(d) that any money owing by a tenant or a landlord to the other must be paid;

(e) that personal property seized or received by a landlord contrary to this Act or a tenancy agreement must be returned;

(f) that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement;...

I find that the landlord has not exercised her duty of care to safeguard the tenant's possessions on two separate occasions when the tenant's belongings were in her care in the periods following the changing of the tenant's locks on November 21, 2012 and January 16, 2013. Even when I specifically ordered the landlord to return all of the tenant's possessions to the tenant, this pattern of disregard continued in the care given to the tenant's belongings. The tenant gave undisputed evidence, particularly at the first hearing, that some of the tenant's possessions were left in a non-secure area of the strata complex. I find this lack of care troubling and issue a monetary award in the

amount of $750.00 to take into account losses and damage that likely occurred as a result of the landlord's failure to take proper care of those items in the landlord's safekeeping.

Were I convinced of the accuracy of a greater range of the tenant's list of items that she claimed had been lost as a result of the landlord's actions or the actions of her agents, I would have considered a far higher monetary award in the tenant's favour.

I would strongly encourage the landlord to familiarize herself with the *Act* if she is to continue renting premises to tenants in the future.

As the tenant has been partially successful in this application, I allow her to recover $50.00 of her filing fee from the landlord.

Conclusion

I issue a monetary Order in the tenant's favour under the following terms, which allows the tenant to recover losses and damage arising out of this tenancy and part of her filing fee:

Item	**Amount**
Monetary Award for Illegal Entry to Rental Premises on November 21, 2012, Changing of Locks and Invasion of Tenant's Privacy	$900.00
Tenant's Costs to Replace Locks	330.00
Tenant's Loss of Quiet Enjoyment of Premises after November 30, 2012	450.00
Losses and Damage to Tenant's Personal Possessions resulting from the Landlord's Lack of Due Care	750.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	**$2,480.00**

The tenant is provided with these Orders in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: March 13, 2013

Residential Tenancy Branch