



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, LAT, RR.*

### **Introduction,**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for compensation for loss under the *Act*, for authority to change the locks and for a rent reduction.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Is the tenant entitled to compensation and a rent reduction? Does the tenant have valid reason to change the locks?

### **Background and Evidence**

The tenancy started on February 01, 2013. The monthly rent is \$1,400.00 payable on the first of each month. The landlord informed me that the tenant was given possession prior to February 01, 2013. A move in inspection was conducted by the owner and the tenant on January 25, 2013 at 5:30 pm.

Earlier that day, the owner had asked a maintenance person to fix the dryer vent inside the unit. The owner was moving out of the unit that day. The maintenance person visited the unit at 3:00pm and saw suitcases by the door. He was not sure whether the suitcases belonged to the owner who was moving out or the new tenant who was moving in, later that day. He left the unit without fixing the vent. The landlord stated that the repair was cosmetic and has not yet been done.

The tenant stated that the maintenance person visited the unit without her approval. The landlord pointed out that the visit was prior to the tenant taking possession of the unit.

The tenant fell behind on rent and on May 16, 2013, the landlord served the tenant with a notice to end tenancy for unpaid rent in the amount of \$4,000.00. Both parties applied for dispute resolution and attended a hearing on June 13, 2013.

The landlord testified that after serving the tenant the notice on May 16, the tenant made a complaint on May 17, 2013. She stated that on the long weekend in March, she noticed footprints between the living and dining room and felt that someone had entered her unit, while she was asleep. The tenant concluded that it was the landlord or the landlord's staff who entered the unit because they have keys. The tenant told the landlord that she would not take action against the landlord if the landlord forgave the outstanding rent.

The landlord did not agree to this offer from the tenant and proceeded to a hearing for dispute resolution. At the hearing on June 13, the parties came to an agreement and the tenancy continued based on the tenant abiding by the terms of the mutual agreement. The decision does not make any reference to the alleged illegal entry by the landlord in March 2013.

The tenant stated that she suffers from post traumatic stress disorder and since the incident on the long weekend in March, her health has deteriorated. She stated that she goes for counselling at a considerable cost to her.

The tenant confirmed that since that alleged illegal entry into the rental unit in March 2013, there have not been any other incidents. She confirmed that the incident in March was the only time that she believed the landlord entered the unit without her permission. The tenant confirmed that no personal items were taken during that incident. The tenant did not report this incident to the police.

The tenant added that because her health has deteriorated, she is unable to go to work and therefore has suffered a loss of wages. For this reason the tenant wants the landlord to reduce the rent.

The tenant also stated that she fears that this incident may occur again and therefore she is requesting the authority to change the locks so that the landlord or her staff do not have access to the rental unit.

The tenant has applied for compensation in the amount of \$10,000.00 for aggravated damages. The quantum of her claim is based on the loss of income, cost of counselling and therapy.

### **Analysis**

Based on the testimony of both parties, I find that the incident that the tenant described, according to her took place in March 2013. However, the tenant did not notify the landlord until after she was served a notice to end tenancy.

If the incident was serious enough to cause the tenant extreme stress, she would have reported it to the police. The tenant did not report this incident to the police.

No possessions of the tenant went missing.

The tenant was unable to explain any motive for entry by the landlord, in the middle of the night while the tenant slept.

For the above reasons, based on the tenant's version of the alleged illegal entry into her unit, I find that the tenant has not proven that the landlord entered the unit on that night. Accordingly, the tenant has no reason to change the locks. I further find that the tenant has not proven her claim for compensation or for a reduced rent.

### **Conclusion**

The tenant's application is dismissed.

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: August 02, 2013

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Residential Tenancy Branch

