



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

The tenants apply for a monetary award for the cost of and address change and post box and to recover two month's rent.

At hearing the tenant Ms. J. indicated the claim for the rent, in reality a claim to recover moving expenses, was not a serious claim. Rather, it was the tenants' desire to ensure that a record of landlord's alleged conduct appears in the files of the Residential Tenancy Branch. That claim is therefore dismissed.

### Issue(s) to be Decided

Do the relevant facts adduced at hearing show, on a balance of probabilities, that the tenants are entitled to recover the claimed post office expenses.

### Background and Evidence

The rental unit is a two bedroom basement suite in the landlord's house. The tenancy started June 29, 2013 at a monthly rent of \$750.00. The landlord received a \$375.00 security deposit and a \$375.00 pet damage deposit. Near the end of July the tenants gave a one month Notice of Termination of the tenancy, effective August 31, 2013. The tenants vacated by the end of August and brought this application in early November.

The tenant Ms. J. says that during the first few weeks of this tenancy the landlord would retrieve the mail from the box located outside her front door and allot it accordingly between the landlord and tenants. Ms. J. indicates that she herself could go and get the mail too. On or about July 14<sup>th</sup> the landlord put some kind of locking device inside the mailbox. Though there is no evidence that the passage of mail was disrupted, the locking had the effect of preventing Ms. L. from going to the landlord's front door and checking for mail herself.

As a result, on or about July 19<sup>th</sup> the tenants acquired a post box and filed a change of address, at a total cost of about \$120.00. It is that money they seek to recover.

In response, the landlord says the lock was put in the box because the tenants had indicated seeing an unknown person at the mailbox and further, the landlord required a secure mailbox because of her work. The landlord also filed a copy of a text message sent by the tenant Ms. L., intended for her co-tenant (and daughter) Ms. V.P. but misdirected to the landlord on or about July 9. The message (at pages 43 and 44 of the landlord's materials) is extraordinarily foul in its language, abusive of the landlord and, according to the landlord, totally at odds with the character the tenant Ms. L. had been presenting at the start of the tenancy.

### Analysis

The tenants had no particular right to collect the mail from the landlord's mailbox. In any event, the tenant's misdirected text message of July 9 was a revelation of character justifying the landlord to take the steps she did to secure the mail box.

### Conclusion

The tenants' 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: March 14, 2014

---

Residential Tenancy Branch

