



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, LAT, LRE, MNDC, OLC, OPT, RPP

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord. With respect to each of the applicant's claims I find as follows:

Background and Evidence

The tenancy began on September 1, 2013. The present rent is \$650 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$325 at the start of the tenancy.

There is a dispute between the parties as to what happened at the end of the tenancy. The tenant testified that she was locked out of the rental unit on March 4, 2014 even though she paid the rent for March. The landlord testified the tenant gave notice she was vacating at the end of February and subsequently abandoned the rental unit. The landlord denies that tenant paid the rent for March. The landlord testified the tenant has caused significant damage.

The tenant stated she no longer has any interest in moving back into the rental unit. However, she seeks compensation for damages she has suffered because of the landlord's conduct including reimbursement of the rent for March, reduced value of the tenancy and compensation for her personal belongings which the landlord has thrown.

The landlord disputes these claims. The landlord testified she no longer has any of the tenant's belongings.

Decision:

The tenant stated she no longer has any interest in moving back into the rental unit. The landlord stated she no longer has any of the tenant's belongings. Much of the tenant's claim is moot. As a result I ordered that the application of the tenant for a tenant's order for possession, for an order for emergency repairs, for an order authorizing the tenant to change the locks, for an order suspending or setting conditions on the landlord's right to enter, for an order that the landlord comply with the Act, Regulations or tenancy agreement and an order for the return of the tenant's belongings be dismissed without liberty to re-apply.

The tenant seeks compensation for reimbursement of rent paid for March and the cost of her personal belongings that were disposed of by the landlord. The tenant did not have sufficient evidence that identified what goods have been disposed of and the value of those goods. However, it has been approximately 10 days since she has been unable to gain access which is a short period of time for preparation. She testified she had a receipt for the rent paid for March. However, a copy of that receipt has not reached this file. The landlord disputes these claims. In the circumstances I **determined it was appropriate to dismiss these claims with liberty to re-apply. I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.**

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

