



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matgarding The Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD OPT AAT O

Introduction

This hearing dealt with the tenant's application for recovery of the security deposit, other monetary compensation, an order of possession for the rental unit and an order authorizing the tenant's access to and from the rental unit.

The hearing first convened on February 12, 2014. An advocate for the tenant and an agent for the landlord called in to the teleconference hearing. The tenant's advocate requested an adjournment as the tenant was on the waiting list for a medical procedure, and he found out the night before the hearing that he was to have surgery the following day. I granted the adjournment.

The hearing reconvened on April 10, 2014. On that date, the tenant, the landlord and three witnesses for the landlord participated in the teleconference call. In the reconvened hearing the tenant confirmed that he no longer wished to pursue the portions of his application regarding an order of possession for the rental unit or an order authorizing access to the unit. I therefore dismissed those portions of the application.

Each party confirmed that they had received the other party's evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Preliminary Issue

On April 10, 2014 the tenant stated near the outset of the hearing that he has epilepsy and he had had a seizure that morning, so he might still be a bit affected by it during the hearing. The tenant then immediately proceeded to give his testimony regarding his application. The tenant did not at any time during the hearing request an adjournment or otherwise indicate that he felt unwell or was unable to continue. I found that the tenant ably represented himself, and I had no concerns about his health during the hearing.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on or about October 1, 2013. The rental unit is an apartment in a multi-unit building. At the outset of the tenancy the tenant paid the landlord a security deposit of \$187.50.

On December 14, 2013 the tenant and his possessions were removed from the building, and the tenant was taken away by the police.

Tenant's Evidence

The tenant submitted that he was wrongfully evicted.

The tenant's evidence was that on December 11, 2013 he had left his keys in his door, and when he looked his keys were gone. The tenant immediately tracked down the manager and reported that his keys were stolen. The manager's response was "find your keys." The tenant stated that he waited in his apartment for 72 hours for the manager to replace the tenant's keys, but there was no response.

The tenant stated that he noticed the room next to him was unlocked and empty, so he decided to move into it. He began transferring his belongings into the neighbouring unit, but when the manager noticed he told the tenant to get his belongings out because he could not move into the neighbouring unit. Then, within 60 seconds, the manager told the tenant he was evicted. The manager got three other tenants to assist in evicting the tenant.

The tenant stated that he first had to stay at a hostel, and then he found a new place where his rent is now \$675 rather than \$375.

The tenant claimed \$1000 in monetary compensation, representing return of his security deposit and further compensation for the illegal eviction.

Landlord's Response

The landlord stated that he is still holding the tenant's security deposit because the tenant did not provide a forwarding address, and the landlord did not know where to send the security deposit.

In regard to the incident that led to the tenant's eviction, the landlord and the landlord's witnesses presented evidence as follows. On December 13, 2013 the tenant told the manager that he lost his keys, and the manager replied that the tenant would have to get a locksmith, as it was his responsibility. On December 14, 2013, the manager witnessed the tenant moving his possessions from his unit into the neighbouring unit. The manager told the tenant that he could not move into the neighbouring unit. The tenant physically and verbally assaulted the manager, and then he grabbed another tenant who pulled the tenant away from the manager. The manager and two other tenants moved the tenant's belongings out to the street, and the RCMP came and took over.

The landlord submitted that the tenant ended his tenancy in his unit when he started moving his belongings into the neighbouring unit. The tenant illegally entered the neighbouring unit, which had already been rented to another tenant who had not moved in yet.

Analysis

Upon consideration of the evidence, I find as follows.

The tenant is entitled to recovery of his security deposit, in the amount of \$187.50.

The tenant is not entitled to the remainder of his claim. The tenant ended his tenancy when he moved out of his unit. The landlord was under no obligation to replace the tenant's lock when his keys were lost or stolen. When the tenant entered the neighbouring unit he was trespassing. The tenant did not have any authority to enter the neighbouring unit. As the tenant had ended his tenancy he no longer had any right to remain in the building, and given his acts of trespass and assault, the landlord acted

appropriately in calling the police. Any losses that the tenant suffered were as a result of his own actions.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$187.50, representing return of his security deposit. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The remainder of 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: April 29, 2014

Residential Tenancy Branch

