



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mndc, mnsi, olc, erp, lre, o

Introduction

The tenant applies for the return of the tenant's security deposit, for the recovery of some items allegedly held by the landlord, and for a monetary order for damaged items and other losses.

The landlord did not attend the hearing. I accept that the landlord was served with notice of this hearing by way of registered mail.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit?

Is the landlord required to return goods belonging to the tenant?

Is the tenant entitled to a monetary order from the landlord?

Background and Evidence

This tenancy began January 1, 2014. Monthly rent was \$400.00, due on the 15th day of each month. The premises rented was a single room in a half duplex, with a shared washroom and kitchen area, and use of a shared laundry area. There were seven such rooms all together, occupied by other tenants.. The landlord also resided in the half duplex, but did not share a kitchen or washroom with the tenant.

On September 1, 2014, the tenant was told by the landlord that he had to vacate by September 15. He went out on September 6, and when he returned found that he had been locked out, and his possessions were either missing or out in the rain. The landlord left him a letter saying he does not live there anymore, the locks had been changed, and his items were all outside. He took a cab to a friend's house, at a cost of \$70.00. He later discovered that his laptop, a gold ring and gold chain, and \$400 cash were missing. The Samsung laptop had been purchased 4 years ago, and is presented worth about \$250.00. The jewelry was purchased about 8 years ago for \$3,200.00. The tenant's clothing including two suits were damaged, and had a present value of about \$400.00.

The tenant has provides his new address to the landlord. The deposit was not returned to the tenant.

Analysis

The landlord had no right to enter the tenant's unit, and trespassed when she entered and moved his goods out. I have no evidence that the landlord actually remains in possession of any of the tenant's goods, but as a result of her wrongful entry, I find the landlord took possession of all of the items, and is now liable for the value of any of the tenant's possessions that are now lost or damaged. As submitted by the tenant, I accept that the value of these are: Laptop - \$250.00, Jewelry - \$3,200.00, cash - \$400.00, suits - \$400.00. Together these items total \$4,250.00, and the landlord must pay this sum to the tenant. .

In addition, I find the tenant may recover the taxi fare from the landlord in the sum of \$70.00. I also find that the tenant paid rent to September 15, and received no use and enjoyment of the premises for 10 days. The pro-rated value of this loss of quiet enjoyment is \$133.33. I further accept the tenant's submissions that he lost about \$200.00 in food. These additional items have a value of \$403.33 and the landlord must pay this further sum to the tenant.

In terms of the tenant's claim to recover his security deposit, section 38(1) of Residential Tenancy Act does not require a landlord to repay a security deposit until 15 days after receiving a tenant's forwarding address in writing. As no forwarding address has been provided, I have no authority to order the return of the deposit.

The tenant's claim for two months reimbursement of rent in lieu of proper notice is denied, as were he to have received any such notice, he would also have paid a comparable sum in rent. The claim for pain and suffering is denied, as it is not supported by any medical or other evidence to verify any such loss occurred, or was caused by the wrongful eviction.

The tenant wishes a further monetary order to punish the landlord for he highhanded behavior. This claim is denied, as I have no authority to award punitive damages.

In total the sum of \$4,653.33 is awarded to the tenant.

Conclusion

The landlord must pay the tenant the sum of \$4,653.33.

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: October 28, 2014

Residential Tenancy Branch

