



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BBH Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RPP, OPT, AAT

Introduction

This hearing dealt with an application by the tenants for an order of possession, a monetary order and an order compelling the landlord to allow access to the unit and to return the tenant's personal property. Both parties participated in the conference call hearing.

At the hearing, the tenants withdrew all of their claims save the claim for a monetary order.

The tenants were both represented by the tenant J.B. Where this decision refers to the tenants in the singular, it is J.B. to whom I refer.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenants seek to recover \$287.50 in rent, which represents half of the monthly rent paid in January, on the basis that they were locked out of the rental unit on January 16.

J.B. testified that he resided in the rental unit with his sister and they were each responsible to pay half of the \$575.00 in rent. He stated that the entire amount of rent was paid for the month of January. J.B. testified that although he was aware that an order of possession was granted to the landlord as a result of a hearing held on October 23, he was not served with this order nor was he served with a writ of possession issued by the Supreme Court. He testified that he was aware that the landlord was treating the unit for bedbugs on January 16 and expected that he would be able to re-enter the unit after the treatment, but was surprised to discover that his key did not work in the lock. The tenant stated that he did not contact the landlord when he was unable

to contact the rental unit, but went to an emergency shelter. He claimed that he did not contact the landlord because he knew the landlord was unreasonable. He stated that all of his belongings were in the rental unit as well as medications which he needed daily.

The landlord testified that although he had received an order of possession effective November 30, he allowed the tenants to stay until the end of December. He stated that the tenants told him they would need a few extra weeks into January to move their belongings and that J.B. specifically told him that he had found new accommodation with which he was very happy. The landlord testified that when they entered the unit to treat it for bedbugs, they saw that most of the furniture was missing and that only a few boxes had been left behind. He acknowledged that he changed the locks after the bedbug treatment but stated that this was because the tenants had caused the infestation and he was concerned that they would bring more bedbugs into the unit if they re-entered without discussing precautions with him first. He stated that he was of the understanding that the tenants would be contacting him to make arrangement to pick up the balance of their belongings sometime at the end of the month and asserted that had he known that J.B. had left medication in the unit, he would have immediately granted him access. The landlord noted that the female tenant moved to a different rental unit and had no issue with any of the events surrounding the end of the tenancy.

The tenant denied having told the landlord that he had secured new accommodation.

Analysis

In order for the tenants to succeed in their claim, he must prove that the landlord breached his obligations under the Act and that he suffered a loss as a result of that breach. It is clear that by changing the locks the landlord restricted the tenants' access to the rental unit, but the landlord indicated a willingness to provide access after he had discussed with them precautions they must take to avoid re-introducing bedbugs to the unit and the building. Because the landlord was granted an order of possession precisely because the tenants had caused an infestation of bedbugs, I find that the landlord had an obligation to ensure the tenants were very clear about what they must avoid doing in order to ensure that bedbugs were not brought back into the unit.

The fact that the tenants did not contact the landlord to request access leads me to believe that the parties did indeed have an agreement that the tenants would be returning to retrieve their belongings sometime near the end of January. It is inconceivable to me that if the tenants did not have that arrangement with the landlord and there were medications which they urgently required, they would not contact the landlord immediately upon realizing that the locks had been changed. I do not accept

J.B.'s assertion that he did not contact the landlord because the landlord was unreasonable. The fact that the landlord did not enforce the order of possession on its effective date suggests that the landlord was making an effort to work with the tenants, which means that he was acting reasonably.

I find that the landlord did not deny access to the tenants but merely changed the locks in order to force them to speak with him before re-entering the unit. I further find that the tenants did not intend to live in the unit or retrieve their belongings earlier than the end of January when they eventually accessed the unit to remove those items.

I find that the tenants have failed to prove that the landlord breached their obligations under the Act and therefore their claim must fail. I dismiss the claim in its entirety.

I note that the parties also agreed that the tenants were entitled to receive from the landlord \$8.85 in interest which had accrued on the security deposit. The landlord promised to deliver this sum to the tenants' advocate.

Conclusion

The claim 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: February 11, 2015

Residential Tenancy Branch

