



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was reconvened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation – Section 67
2. An Order for the return of the security deposit – Section 38;
3. An Order for the Landlord’s compliance – Section 62;
4. An order for the return of the Tenant’s property – Section 65.

I accept the Tenant’s evidence that the Landlord was served with the notice of reconvened hearing in person on May 5, 2015 in accordance with Section 89 of the Act. The service was witnessed by the Tenant. The Landlord did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions. The Tenant withdrew the order for landlord’s compliance and the claim for return of the belongings.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on September 7, 2014. Rent of \$540.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$270.00 as a security deposit from the Tenant. On December 31, 2014 the Tenant came home to find the Landlord and a number of others packing his belongings. The

Landlord locked the unit and refused to allow the Tenant into the unit. The Landlord did not have an order of possession for the unit. The Tenant, a pensioner, spent two weeks couch surfing and one month in a homeless shelter until he was able to save the funds to pay for a security deposit on another rental. In a previous Decision dated March 13, 2015 the Landlord was found to have received the Tenant's forwarding address in writing on March 10, 2015. The Landlord has not returned the security deposit and has not made an application to retain the security deposit. The Tenant claims return of double the security deposit. The Landlord has not returned the Tenant's belongings and the Tenant claims compensation of \$500.00 instead of seeking the return of the items, which included food. The Tenant claims \$1,000.00 in compensation for the Landlord's wrongful act that caused him to be homeless.

#### Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. As the Landlord had no right to lock the Tenant out of the unit and as this act caused the Tenant to be homeless, I find that the Tenant has substantiated its claim to compensation of **\$1,000.00**. As the Landlord has kept the Tenant's belongings and has not returned them I find that the Tenant has substantiated the Tenant's loss of personal items and food and I find that the Tenant is entitled to the compensation claimed of **\$500.00**.

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord has not returned the security deposit and has not made an application to claim against the security deposit, I find that the Tenant is entitled to return of double the security deposit plus zero interest in the amount of **\$540.00**. As the Tenant's application sets the monetary amount claimed at **\$1,970.00** and as the application was

not amended to increase this amount I restrict the Tenant's monetary award to this amount.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the **\$1,970.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: June 15, 2015

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Residential Tenancy Branch

