



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT, MNDC, MNSD, OLC, RPP, FF

Introduction

This was a hearing with respect to the tenant's application for various items of relief, including a monetary award. The hearing was conducted by conference call. The applicant and the respondent called in and participated in the hearing. They exchanged documentary evidence prior to the hearing.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?
Is the tenant entitled to any other relief?

Background and Evidence

The rental unit is a basement suite in Burnaby. The respondent rented the suite from the property owner. The tenancy commenced in November, 2014. In December 2014 she agreed to rent a room and share the rental unit with the applicant. He paid the respondent a security deposit of \$425.00 in November and moved into the rental unit on December 1st. The tenant paid rent for April, 2015 in the amount of \$425.00. On April 7, 2015 the respondent evicted the applicant from the rental unit and changed the locks. The eviction occurred because conflicts arose in the relationship between the parties and the respondent felt unsafe. The applicant retrieved some of his belongings; the respondent put the rest of his possessions in storage. The tenant said at the hearing that he has received most but not all of his possessions. He said at the hearing that he was seeking only the return of his security deposit, rent paid for April and the filing fee for his application.

The respondent said at the hearing that she agreed to the return of the tenant's security deposit and rent paid for April. She contended that this was not a dispute that falls

under the jurisdiction of the *Residential Tenancy Act*, but she did not submit any argument or legal authority to support her position.

Analysis

The parties agreed that the landlord agreed to share the rental unit with the tenant. He rented a bedroom and shared the common areas with the respondent. He paid a security deposit and monthly rent to the respondent. I find that the parties entered into a tenancy agreement to which the Act applies. The relationship between the parties broke down and the respondent evicted the tenant because she felt unsafe. The tenant was not evicted in accordance with the provisions of the *Residential Tenancy Act*. I find that he is entitled to the return of his security deposit and the refund of rent paid for April in the amount of \$425.00. The tenant has not provided documentary evidence to support any other monetary claims stated in his application and at the hearing, he agreed to limit his claim to the amounts stated, plus the filing fee for his application.

Conclusion

I find that the tenant is entitled to a monetary award in the amount of \$900.00, being the \$425.00 security deposit, \$425.00 rent paid for April and the \$50.00 filing fee paid for this application. All other claims in the tenant's application are dismissed without leave to reapply. I grant the tenant an order under section 67 in the amount of \$900.00. This order may be registered 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 04, 2015

Residential Tenancy Branch

