



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            CNR, MNDC, RPP, OPT,

### Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the landlords. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on SJ on June 6, 2015. The tenant was unable to prove that he served JL and JL. As a result I ordered that the application against JL and JL be dismissed with liberty to re-apply.

### Preliminary matter:

The tenant testified he rents a room and shares laundry, kitchen and other facilities with SJ. I was concerned about whether the Residential Tenancy Branch has jurisdiction. Section 4(1)(c) of the Residential Tenancy Act provides as follows:

#### **What this Act does not apply to**

4 This Act does not apply to

(c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation,

The tenant testified that SJ does not own the rental unit but she lives in it. The owners are JL and JL. They do not live in the rental unit. I determined that as the owners do not live in the rental unit section 4(c) does not apply and as a result I have jurisdiction.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy?
- b. Whether the tenant is entitled to a Tenant's Order for Possession?
- c. Whether the tenant is entitled to an order for the return of his personal possessions?

- d. Whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence

The tenancy began on February 1, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$500 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$200 at the start of the tenancy.

The Tenant testified that he paid \$500 rent for June and \$500 rent for July.

In early June the tenant was told by SJ that he would have to vacate the rental unit because she wanted to rent the room to the brother of a good friend of hers. He objected. On June 6, 2015 he returned home to discover the landlord had locked him out of the rental unit and would not give him access. The police were called. They did not assist as all of his paperwork was inside. As a result the tenant was homeless. He has since discovered SJ has thrown out many of his belongings.

The tenant stated he is not longer interested in reinstating the tenancy. However, he is interested in the return of his personal belongings and compensation for the return of rent paid and the loss of personal belongings.

Analysis:

I ordered that the application to cancel a Notice to End Tenancy and a Tenant's Order for Possession be dismissed without liberty to re-apply as the tenant no longer has an interest in reinstating the tenancy.

Based on the evidence before me I determined the tenant paid rent of \$500 per month for each of June and July 2015 for a total of \$1000. The landlord's action in changing the locks and denying access to the rental unit was contrary to the Residential Tenancy Act and prevented the tenant from the use of what he has rented. The landlord does not have a right to keep the rent.

**As a result I ordered that the landlord SJ pay to the tenant the sum of \$1000.**

**The landlord does not have a legal right to keep the tenant's belongings. As a result I order the landlord immediately return the tenant's belongings to him.**

I determined it was premature to give a monetary order for the loss of the tenant's belongings as the tenant. I ordered that if the landlord fails to return the tenant's belongings the tenant has the right to re-apply to make a monetary claim for the value of the belongings that were damaged or were not returned. Both parties are encouraged to talk to their legal advisors or an information officer at the Residential Tenancy Branch to determine what type of evidence is necessary to make such a claim.

Conclusion:

In summary I ordered that SJ pay to the tenant the sum of \$1000. I further order that the landlord immediately return the tenant's belongings to the tenant. I further order that if the landlord fails to return the tenant's belongings the tenant has the right to re-apply and make a monetary claim for the value of the belongings that were damaged or were not returned.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: July 23, 2015

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Residential Tenancy Branch

