



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, OLC, RPP, OPT, FF

### Introduction

The tenant applies to recover damages for the landlord's alleged wrongful repossession of the rental unit and for loss of personal property left there.

The landlord did not attend for the hearing within twenty minutes after its scheduled start time.

The tenant testifies that the written tenancy agreement prepared by the landlord contained her name but not her address. He says she lives in China. The tenancy agreement was completed with Ms. ---, a property manager, acting for the landlord. When the tenant was vacating the premises in February he communicated only with Ms. --- on behalf of the landlord. When it came time to serve the landlord with this application for dispute resolution and the notice of hearing, he sent it on January 25, 2016 by registered mail to Ms. ---- at address on the business card she had given him. Canada Post records show that the mail was delivered on January 26, 2016 and signed for by "-----."

In these circumstances, I find that Ms. ---. was the landlord's agent and that the landlord has been duly served with the application and notice of hearing in accordance with s. 89 of the *Residential Tenancy Act*.

I conclude that the application is unopposed.

On Mr. --- undisputed evidence I find that this tenancy ended on February 7, 2016. He moved most of his belongings from the rental unit by January 10<sup>th</sup> and gave Ms. ---. a fob so that she could show the premises to prospective tenants. When he returned to collect belongings on January 14, he had been locked out (in that his key fob no longer worked). His efforts to gain entry through Ms. ---. failed.

I find that the landlord has wrongfully re-entered the rental unit before the end of the tenancy. The tenant is entitled to recover the remainder of rent paid for the time he was denied possession. That time is from January 14, 2016 to February 7, 2016, a period of 24 days out of a 31 day rental period (January 7 to February 7). The monthly rent for the premises was \$2300.00. Though the tenant is entitled to 24/31 of the \$2300.00 rent, he limits his recovered rent claim to \$1000.00. I award him that amount.

I accept the tenant's evidence that the landlord has retained and he has lost two highchairs, two tables, one vacuum cleaner, two bowls, two or three plates, a pack of ten wine glasses and a box of beer. His assessment of the replacement value of these items at \$1000.00 is not unreasonable and is the amount claimed in the application served on the landlord. I award him that amount.

In result, the tenant is entitled to a monetary award of \$2000.00, as claimed, plus recovery of the \$100.00 filing fee.

There will be a monetary order against the landlord in the amount of \$2100.00.

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: March 09, 2016

---

Residential Tenancy Branch

