



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC RPP

Introduction

This hearing was convened in response to an application filed by the tenant May 12, 2016 seeking the return of their personal property or compensation for loss under the Act, regulation or tenancy agreement.

Both parties attended the hearing and were each given opportunity to discuss their dispute, present relevant testimony and make relevant submissions. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The tenant acknowledged they sent notice of hearing to the landlord by e-mail explaining their claim in dispute resolution. The landlord read out the e-mail from which I am satisfied the landlord understood the claim against them. The landlord testified they did not receive any evidence from the tenant. None the less the tenant was given opportunity to orally present their claim. As a result of the above I found the landlord was sufficiently notified for the purpose of the Act in respect to the tenant's claim for the return of their personal property, specifically their computer, and for prospective loss of income. The balance of the tenant's claim was dismissed with leave to reapply.

Issue(s) to be determined

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The relevant evidence in this matter is as follows. The tenancy started October 01, 2016 in respect to the occupancy of a room of a greater residential property, and the tenancy ended on April 25, 2017. The parties disagreed as to the actual payable rent,

however the parties agreed the tenant paid the landlord \$250.00 at the outset of the tenancy.

The parties agreed that in the period prior to the tenancy's end the tenant withheld rent. In response to the unpaid rent on April 23, 2017 the landlord entered the tenant's room and seized the tenant's computer and evicted the tenant. The landlord claims they had a right to seize the tenant's property however acknowledged they were not in possession of a court order authorizing the seizure nor was the rental unit abandoned. The landlord acknowledged they retain the tenant's computer and that it is undisturbed and operates as was last used by the tenant.

The tenant claims that as a result of not having their computer they potentially forewent income. The tenant seeks for the return of their personal property or compensation. The tenant provided particulars of their seized computer as a **Black HP 500 FX-770K/8GB/240, SKU 10360877**.

During the hearing the parties exchanged contact information including current valid addresses.

Analysis

The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: www.gov.bc.ca/landlordtenant.

I have not been presented with evidence to support the landlord had a legal right to seize the tenant's computer. Section 26 of the Act strictly prohibits seizure of property whether or not the tenant pays rent in accordance with the tenancy agreement. If the landlord was owed unpaid rent it was available to them to seek dispute resolution.

I Order the landlord return to the tenant their computer: **Black HP 500 FX-770K/8GB/240, SKU 10360877**, in satisfactory physical and operating condition, forthwith.

Should the landlord not return to the tenant their computer in satisfactory terms it is available to the tenant to seek further compensation via dispute resolution.

In respect to the tenant's claim for the loss of potential income due to the seizure of their computer it must be known I have not been presented with evidence of mitigation by the tenant in respect to this portion of their claim. But regardless, I find that an Arbitrator is

not able to deal with a prospective loss such as potential income the tenant *may have earned* if they had benefit of their computer. As a result, I dismiss this portion of the tenant's claim.

I am not satisfied the tenant clearly articulated to the landlord the balance of their monetary claim. The tenant's claim for loss of quiet enjoyment is dismissed, with leave to reapply.

Conclusion

The tenant's application is in part granted. The landlord is Ordered to return to the tenant their computer pursuant to my Order.

This Decision is final and binding.

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 26, 2017

Residential Tenancy Branch