



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 364438 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      LRE MNDCT

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- an order to suspend or set conditions on the landlords' right to enter the rental unit pursuant to section 70.

While the tenant and her mother attended the hearing by way of conference call, the landlord did not. I waited until 9:40 a.m. to enable the landlord to participate in this scheduled hearing for 9:30 a.m. The tenants were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the tenant, her mother, and I were the only ones who had called into this teleconference.

The tenant testified that the landlord was personally served with the hearing documents and evidentiary materials on December 3, 2020 by the tenant's agent, NH. In accordance with sections 88 and 89 of the *Act*, I find the landlord duly served with the tenant's application and evidence package. The landlord did not submit any written evidence for this hearing.

### **Issues(s) to be Decided**

Is the tenant entitled to a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement?

Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental units?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began on April 1, 2012, with monthly rent currently set at \$820.00 plus \$30.00 for parking, payable on the first of the month. The tenant testified that a storage locker was included in the rent since she had first moved in. The tenant testified that this storage locker was assigned to her by the landlord when she had first moved in.

The tenant testified that on October 18, 2020, the tenant and her mother discovered that her lock had been cut off her storage locker, and that part of the lock was still hanging on the door. The tenant testified that the next day, her boyfriend spoke to the landlord, who verified that he was the party who had cut the lock. The tenant testified that the landlord had cleared everything out, and discarded the items as he believed the items to be junk, and as the door of the storage locker did not have the unit number clearly labelled on it.

The tenant is seeking a monetary order in the amount of \$1,899.97 associated with losses associated with the items that were removed by her landlord from her storage locker. The tenant submitted photos of the lock, as well as advertisements of comparable items to support the value of the discarded items as listed below:

<b>Item</b>	<b>Amount</b>
40" Sony TV	\$599.99
6 Level Ferret Cage	289.99
3-in-1 Epson Printer	150.00
Christmas Tree & Ornaments	200.00
Coleman Stove	200.00
Coleman Lantern	100.00
Percolator	60.00
Coleman Oil Heater	100.00
Futon Mattress	199.99
<b>Total Monetary Order</b>	<b>\$1,899.97</b>

The tenant is also seeking an order to set conditions on the landlord's right to enter her rental unit, including giving proper notice, and for the tenant to be present. The tenant testified that on January 15, 2020 a neighbour had witnessed the landlord entering and leaving her rental unit without proper notice or tenant's permission. The tenant testified that she was in the hospital having her baby.

### **Analysis**

I accept the tenant's undisputed testimony and evidence that the landlord had removed and disposed of the tenant's belongings without her permission, and without giving her proper written warning of any infractions. Although the tenant did not label her locker, I accept the tenant's testimony that she was assigned this locker, and was given permission to use this locker since she had moved in over 8 years ago. I find that the landlord had removed this facility which the tenant testified was part of her tenancy agreement, and furthermore, I find that she suffered a loss of personal belongings that the landlord had disposed of. As these items cannot be returned to the tenant, and as I am satisfied that the tenant had suffered the loss of these items due to the landlord's actions, I am satisfied that the tenant is entitled to compensation for the listed items. I find that the tenant provided a reasonable estimate of the value of the items that were removed and disposed of, and accordingly, I allow the tenant's monetary claim of \$1,899.97 in compensation for the tenant's losses. In order to implement the monetary award granted in this application, I order the tenant to reduce her future monthly rent payments until the full amount is paid.

Section 29 of the *Act* prohibits the landlord's right to enter the rental suite except with proper notice or the tenant's permission. The landlord's right to enter a rental unit is restricted, and the landlord must not enter unless:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
  - (i) the purpose for entering, which must be reasonable;
  - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

Residential Tenancy Policy Guideline #7 provides further clarification on the definition of “reasonable purpose” which includes:

- inspecting the premises for damage,
- carrying out repairs to the premises,
- showing the premises to prospective tenants, or
- showing the premises to prospective purchasers.

The tenant is seeking an order to set conditions on the landlord’s right to enter the rental unit. As the tenant described only one occasion where a neighbour had observed the landlord enter her rental unit, and without further details of why the landlord had done so, I am not satisfied an order is necessary to suspend or set conditions on the landlord’s right to enter the tenant’s rental unit at this time. I remind the landlord of their obligations to comply with the *Act* as set out above. I dismiss this portion of the tenant’s application with leave to reapply.

### **Conclusion**

I issue the tenant a monetary order in the amount of \$1,899.97 in compensation for her losses. In order to implement the monetary award granted in this application, I order the tenant to reduce her future monthly rent payments until the full amount is paid.

The remainder of the tenant’s application is dismissed with leave to reapply

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: February 17, 2021