



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

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## **DECISION**

Dispute Codes      MNDCT, DRI, RR, LRE, LAT, OLC

### Introduction

The tenant seeks various relief under sections 41, 42, 43, 67, 65, 70, 31, and 62 of the *Residential Tenancy Act* (the “Act”).

A hearing was held by teleconference on December 1, 2022 at 9:30 AM and only the applicant tenant attended. The hearing ended at 9:42 AM.

### Service of Notice of Dispute Resolution Proceeding

The tenant testified that he served a copy of the *Notice of Dispute Resolution Proceeding* within a week of receiving a copy by email from the Residential Tenancy Branch on July 21, 2022. He testified that he gave a copy of the notice to the landlord in person. Based on this undisputed evidence I find that the landlord was served with the required notice necessary for her to participate in the dispute resolution proceeding.

### Preliminary Issue: Dismissal of Unrelated Claims

The tenant gave evidence that he no longer lives in the rental unit. He was “kicked out two days ago” by bailiffs; the tenancy has ended. For this reason, the tenant’s claims for relief under section 65 (landlord compliance), section 70 (restricting landlord’s right to enter the rental unit), and sections 31 and 70 (lock change authorization) are moot. Any relief granted under these sections of the Act would have no force, given that the tenant is no longer occupying the rental unit. These claims are thus dismissed without leave.

### Issues

Is the tenant entitled to the compensation claimed under section 67 (compensation for breach of the Act), sections 41 through 43 (compensation for unlawful rent increase), and sections 65(1)(f) (compensation for a rent reduction resulting from cessation of a service or facility under the tenancy agreement)?

### Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral evidence needed to resolve the issue of this dispute, and to explain the decision, is reproduced below. It should be noted that no documentary evidence was submitted by the tenant in support of any of his claims.

The tenant testified that after he went to jail in September 2021 the landlord throughout all of his belongings that were in his room including belongings of his girlfriend. While he did not have an itemized list of the items that were thrown out, he explained that it was everything that would and would find in a bedroom. The tenant noted that the amount of \$9000 also included a doubled amount for all of his girlfriend's property. In other words, the value of the tenant's property he estimates to be approximately \$4500.

The tenant also seeks \$200 as compensation for laundry services that were provided under the tenancy agreement but that were caught off in July 2021. The tenant argued that this small amount represents a fair request for a year of not having laundry that was to have been provided.

Last, the tenant seeks \$2,000 in compensation for excess rent payments. He testified that he moved into the rental unit in January 2021 and was paying \$650 in rent. The tenancy began in January 2021. The rent then went up to \$700 in July 2021. He then changed rooms into a larger room in September and paid \$1000 in rent. In December 2021 he moved back into a smaller room and resumed paying \$700 in rent. The tenant did not explain how he had arrived at the \$2000 amount.

### Analysis

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Further, a party claiming compensation must do whatever is reasonable to minimize their loss.

Section 67 of the Act permits an arbitrator to determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement.

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

#### *Claim for Loss of Bedroom Property*

Section 28 of the Act states that a tenant is entitled to quiet enjoyment. In my mind, quiet enjoyment includes the right not to have a landlord throw out a tenant's personal property. It is my finding that the landlord's throwing out of the tenant's bedroom property—that is, everything that was in his bedroom—is a breach of the Act.

While the tenant's undisputed evidence leads me to conclude that the landlord breached the Act, what the tenant was unable to establish was the *value* of his loss. Even if the amount was closer to \$4,500, the tenant was unable to provide anything beyond a vague description of "everything that's in a bedroom" as to what was thrown out. I can infer that such items would include a bed, a dresser, a nightstand, and perhaps a few lamps. However, without even an approximate estimate of what the items were or what they were worth I am unable to find that the tenant has established the value of his loss. This is necessary before any claim for compensation may be awarded.

Given the above, I must award nominal damages in the amount of \$100.00. This represents that a breach of the Act occurred but that the value of the loss was not proven.

#### *Claim for Rent Increase Compensation*

The tenant set out that he paid \$650 in rent starting in January 2021. The landlord then increased the rent to \$700 in July. In September 2021 the tenant moved into a bigger room and paid more in rent, \$1000. In December he then moved back into a smaller room and paid \$700. He provided no testimony regarding what rent was paid into 2022 and he provided no accounting or calculation as to how he arrived at \$2000. (With respect, it is not the job of an arbitrator to try to attempt to figure out these calculations on his or her own).

Based on the tenant's oral evidence I am unable to find that the tenant has proven the amount of rent that he paid over the allowable amount and therefore cannot grant any compensation on this basis. In short, the tenant has not proven this claim on a balance of probabilities and the claim must be dismissed without leave to reapply.

*Claim for Compensation for Loss of Laundry Services*

Section 65(1)(f) of the Act states that an arbitrator may make an order “that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.”

In this dispute, the tenancy agreement (no copy of which was in evidence) included the provision of laundry facilities as part of the rent. However, the landlord terminated these facilities in July 2021 and did not restore them at any point in the tenancy.

The tenant seeks \$200 in compensation for the loss of the laundry and the corresponding reduction in the value of the tenancy agreement. This amount is, I find, more than reasonable in the circumstances. It represents but a small fraction of the rent that the tenant paid. As such, it is my finding that the tenant is entitled to compensation in this amount for the loss of the laundry.

Conclusion

**The tenant’s application is hereby GRANTED, in part. The tenant is awarded \$300.00 in compensation.**

**Pursuant to section 67 of the Act the landlord is hereby ordered to pay the tenant this amount within 15 days of receiving a copy of this Decision.**

**The tenant is granted a monetary order, which the tenant must serve upon the landlord. The tenant may enforce the monetary order in the Provincial Court of British Columbia.**

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: December 2, 2022

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Residential Tenancy Branch