

# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** MNDC

### **Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence provided by the parties prior to the Hearing. The Tenant, Landlord and Witnesses gave affirmed evidence and this Hearing proceeded on its merits.

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

At a prior Hearing on March 9, 2009, in the absence of the Landlord, the Tenant was granted an Order that the Landlord provide the Tenant with a list of items within 2 days of service of the Order. The Dispute Resolution Officer also ordered that if the Landlord did not comply with the Order, the Tenant had leave to apply for the monetary value of the items seized by the Landlord. This is the Tenant’s application for a Monetary Order for compensation for damage or loss.

### **Background and Evidence**

#### **Facts on which the parties agree**

- The rental unit is the lower suite of a house. The Landlords live in the upper suite.

- The Tenant was living with a co-tenant at the rental unit. As a result of an altercation with the co-tenant, the Tenant was arrested by the police and taken away from the rental unit on January 13, 2009.

#### Applicant/Tenant's evidence and testimony

- The Tenant testified that his brother-in-law served the Landlord SC with the Notice of Hearing documents on April 2<sup>nd</sup> or 3<sup>rd</sup>, 2009, at the Landlord's residential address.
- The Tenant testified that on March 10<sup>th</sup> or 11<sup>th</sup>, 2009, his brother-in-law served the Landlord SC with a copy of the Order dated March 9, 2009.
- The Tenant provided a list of his possessions he claims are being withheld by the Landlord, totaling \$12,936.00. The Tenant testified he calculated the value of the items by looking up comparable goods on the internet.
- The Tenant testified that the Landlord locked him out of the rental unit on January 13, 2009 and refused to allow him to collect his belongings. The Tenant testified that the Landlord did not allow him to remove his vehicle from the rental unit until he paid \$500.00 to the Landlord.
- The Tenant testified that he was not charged with an offence as a result of his arrest and was not placed on a court order to have no contact with the co-tenant.

#### Applicant/Tenant's Witness MC's testimony

- The Witness and the Tenant's mother went to the police station to pick the Tenant in the early evening of January 13, 2009. The Tenant had been arrested earlier in the day and the police said he could return to the rental unit. The Witness and the Tenant's mother drove the Tenant to the rental unit on January 13, 2009, to collect his personal belongings.
- The Witness overheard the Landlord SC tell the Tenant that the locks had been changed and he would not allow the Tenant into the rental unit.

Applicant/Tenant's Witness YL's testimony

- The Witness is the Tenant's mother. In the early evening of January 13, 2009, the Witness and her friend MC went to the police station to pick up the Tenant.
- They drove the Tenant to the rental unit to collect his belongings, but the Landlord SC would not allow him into the rental unit. The Landlord SC told the Tenant that he had changed the locks on the doors. The Landlord SC told the Tenant he could have his car back if he paid the Landlord \$100.00 on January 14, 2009.

Respondent/Landlord AG's Evidence and Testimony

- The Landlords did not receive notice of the Hearing that was held on March 9, 2009. The Landlord AG stated that the Tenant still had keys to the mail box that was shared by the Landlords and the Tenant, and believe that the Tenant may have intercepted the Notice of Hearing package. The Landlords did not apply for a review of the Decision of the Dispute Resolution Officer.
- The Landlord testified that they had a phone number, but did not have a forwarding address for the Tenant until after April 1, 2009, when they received the Tenant's Application for Dispute Resolution.
- The Landlord testified that when the Tenant was originally applying to rent the rental unit, the Witness YL identified herself to the Landlord as the Tenant's former Landlord and did not divulge that she was the Tenant's mother.
- The Landlord testified that she was at home all day on January 13, 2009, and the Tenant did not come to the house. The Landlord spoke to the police on January 13, 2009, and was advised that the Tenant wasn't released until after 5:00 p.m. and was not allowed to go to the rental unit.
- The co-tenant told the Landlord that she was afraid of the Tenant and requested the locks be changed to the rental unit. The Landlord testified that the locks were changed on January 16, 2009 and not on January 13, 2009.
- The Landlord testified that the Tenant's car was blocked by cars belonging to the co-tenant's guests. The Landlord denies demanding \$100.00, or \$500.00, from

the Tenant in order to release the car. The Landlord testified that the Tenant paid the Landlord \$100.00, but it was towards rental arrears the Tenant owed the Landlord.

- The Tenant phoned the Landlord SC on January 13, 2009, and asked him if he would collect some of the Tenant's clothes and take them to him. The Landlord SC delivered some personal items to the Tenant at a gas station.
- The co-tenant moved out of the rental unit on January 31, 2009, leaving some items with the Landlord, including: a queen sized mattress; daybed frame; old TV; audio equipment; computer; and assorted pots and pans and clothing. The co-tenant asked the Landlords to throw these items away, but the Landlords stored them in the garage. The Tenant is welcome to come and pick these items up.

### **Analysis**

The Tenant made no reference to a co-tenant at the Hearing on March 9, 2009. Co-tenants have equal rights and responsibilities under the Act. I accept the Landlord's testimony that the Landlord changed the locks on the rental unit at the request of the co-tenant.

The Tenant did not submit evidence to substantiate the value of the items he claims the Landlords seized. In any event, I accept the Landlord AG's testimony that they did not seize any of the Tenant's belongings. The Tenant's belongings were left in the care of the co-tenant, who in turn left some items with the Landlords. The Landlords are not in contravention of the Act. The issue of the whereabouts and disposition of the Tenant's property rests between the Tenant and the co-tenant.

The Tenant's application for a monetary order against the Landlord is dismissed without leave to re-apply.

The Landlords are storing the items and would like the Tenant to come and pick them up. The Tenant may pick up his belongings on two days notice to the Landlords. Both

parties are to be present and make a full inventory of the items and sign an inventory sheet before the Tenant removes his belongings from the Landlords' storage.

**Conclusion**

The Applicant/Tenant's application is dismissed without leave to re-apply.

June 30, 2009

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