



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC

Introduction

This hearing dealt with the tenant's application for a monetary order as compensation for loss under the Act. The tenant participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the landlords did not appear.

Issue to be decided

- Whether the tenant is entitled to a monetary order under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on September 1, 2008. Rent in the amount of \$850.00 was due on the first day of the month, and a security deposit of \$425.00 was collected at the outset of tenancy.

The tenant alleges that in the absence of locks on all windows and doors, the unit was unable to be adequately secured during his tenancy. He states that the landlords were unresponsive to concerns raised about this deficiency.

As a direct result of the absence of locks, the tenant claims there was a break-in at the unit on March 11, 2009 and that a number of personal items were stolen. He estimates the total replacement value to be approximately \$3,692.25. While the tenant states he has receipts for the original purchase of these items, copies of the receipts were not submitted into evidence. The tenant had no insurance to cover the loss and he states that several items stolen did not actually belong to him but to a friend. The tenant claims that all items stolen were itemized in one police report, however, he states he

has thus far been unable to obtain documentary confirmation from police of his report to them for the purposes of this application.

By letter dated on or about March 27, 2009, and sent by registered mail, the tenant states he provided the landlords with notice of his intent to vacate the unit effective April 30, 2009. In his letter he said he also informed the landlords of his forwarding address and requested the return of his security deposit. To date, however, he said the security deposit has not been repaid, although he makes no claim in this regard in the current application.

In this application neither did the tenant make a claim to recover the filing fee.

Analysis

The attention of the parties is drawn to the following sections of the Act:

Section 32: **Landlord and tenant obligations to repair and maintain.**

Section 33: **Emergency repairs.**

Section 38: **Return of security deposit and pet damage deposit**

The full text of the legislation, Fact Sheets, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca/

In the absence of sufficient evidence, including documentary evidence and / or witness statements / testimony to support his claim, I hereby dismiss the tenant's application with leave to reapply.

As to his security deposit, the tenant has the option of seeking its return by way of a further application for dispute resolution.

Conclusion

Pursuant to all of the above information, I hereby dismiss the tenant's application with leave to reapply.

DATE: June 18, 2009

Dispute Resolution Officer