



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, MNDC, ERP, RPP, LAT, RR

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end the tenancy as well as a monetary order, an order for the landlord to perform repairs, an order permitting the tenant to change the locks and reduce the rent and an order for the landlord to return the tenant's personal property.

At the outset of the hearing the tenant advised that he had vacated the rental unit. As the tenancy has ended, the only two claims which are necessary are the claims for a monetary order and for an order that the landlord return the tenant's personal property. I consider the remainder of the claims to have been withdrawn.

Issues(s) to be Decided

Is the tenant entitled to a monetary order?

Is the tenant entitled to an order for the return of his personal property?

Background and Evidence

The parties agreed that the tenancy began in October 2009. The tenant testified that when he moved into the rental unit, he had a number of items which he described as antiques and artifacts stored in a garbage can and in boxes outside the rental unit. The tenant stated that he left the items outside for 3 days, after which he discovered that they had been removed along with debris which had accumulated as a result of the landlord having renovated the bathroom. The tenant theorized that the landlord disposed of the garbage can and boxes. The tenant further testified that within the last

two months of the tenancy, a number of items which had been inside the rental unit also went missing, including a gold wedding band, cooking utensils and a surveillance tape. The tenant accused the landlord of entering the rental unit and taking the items.

The landlord testified that the garbage can and boxes were outside the rental unit for several weeks and while the landlord did dispose of the debris nearby, he did not take or in any way interfere with the tenant's belongings. The landlord testified that the tenant would not let him enter the rental unit during the tenancy and that as a result, he had not been inside the unit at all. The landlord denied having taken the items described by the tenant.

Analysis

In order to prove his claim the tenant must prove on the balance of probabilities that the landlord took the missing items and in order to succeed in securing a monetary order, must prove the value of those items. With respect to the items which were left outside of the rental unit, I find that they were easily accessible not only to the landlord, but to any passerby. With respect to the items inside the rental unit, I find that the tenant has not proven that the items were taken by the landlord as opposed to having been taken by a guest or having been misplaced. The tenant provided no details about the items he claimed were taken and other than initially placing a \$7,000.00 global value on the items which he later amended to \$20,000.00, provided no corroborating evidence to show the value of those items. I find that the tenant has not proven his claim on the balance of probabilities and dismiss the claim.

Conclusion

The claim is dismissed.

Dated: February 17, 2010
