



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, OLC, RPP,

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation or loss, to have the landlord comply with the Act and for return of the tenant's personal property. Both parties participated in the conference call hearing.

Issues to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started February, 2010 with monthly rent of \$1200.00, the tenant named on the tenancy agreement is RW. MJ was not named on the tenancy agreement, did not pay rent but as a friend of RW received free housing in exchange for work done on the property. Rent was sent to the landlord by the Ministry of Employment and Income Assistance however after each payment by MEIA all rent money was returned to MJ.

The landlord testified that he has never taken rent from the tenant and that the tenant was never on the tenancy agreement.

JM was subletting use of the property from RW from February 2010 through September 2010.

In September 2010 RW vacated the property and in mid September MJ was removed from the property for threatening the sublet tenant JM. JM entered into a tenancy agreement with the landlord that took effect October 2010; MJ was not on the property at this time and not a part of any tenancy agreement with JM or the landlord to reside on the property.

MJ testified that he occupied the rental unit from February 2010 until September 2010 when at which time he was removed for threats to JM. A restraining order was issued by the court to MJ that clearly stated that to get his belongings back MJ was to contact the police and have an officer go to the property with him; MJ had until October 13 to do so. JM stated that a note was on the door during this time with a phone number for MJ to



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call and arrange a time to come get his property but that MJ did not make any such arrangement.

JM stated that on October 13, 2010 he contacted the police to get guidance on what to do with MJ's property. JM was advised that the property was now considered to be abandoned and on this advice JM disposed of the property.

On October 14, 2010 MJ made an application to the court extend the time period in which to get his property and the court granted an extension to October 20. As of October 13 however the property belonging to MJ had been removed and disposed of.

The tenant testified that all his possessions: tv, stereo, clothes, tools, cookware, bed etc were at the residence and thrown out by JM and that he was never given the opportunity to come claim his property. The tenant has not submitted any evidence of receipts proving purchase(s), no evidence of the price for similar items available for sale, no evidence related to the age or condition of the items, and no photographs of any of these items.

Analysis

The tenant has named the landlord in this application however there was never a tenancy agreement in place with the landlord and based on the evidence and testimony I find that the landlord is not responsible for this loss of property and the tenant's application is dismissed.

Conclusion

I hereby dismiss the Tenant's Application for Dispute Resolution without leave to reapply. The Tenant has the option of pursuing his claim through the Small Claims 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 *Residential Tenancy Act*.

Dated: November 9, 2010

Dispute Resolution Officer