



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes RPP, OPT, O

Introduction

This matter dealt with an application by the Tenant for the return of the Tenant's personal property, an Order of Possession of the rental unit and other considerations.

The Tenant said he served the Landlords with the Application and Notice of Hearing (the "hearing package") by registered mail on December 22, 2010. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlords' absences.

Issues(s) to be Decided

1. Has the Tenant lost personal property?
2. Is the Tenant entitled to the return of the personal property or compensation for the personal property and if so how much?
3. Is the Tenant entitled to an Order of Possession of the rental unit?

Background and Evidence

This tenancy started on December 1, 2006, as a month to month tenancy. It is a verbal tenancy with no written agreement. Rent is \$550.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$275.00 in November, 2006.

The Tenant said that in October, 2010 the floor in his unit (#10) needed repairs. He said he made a verbal agreement with the Landlord to move to unit #6 while the repairs were being done to unit #10. He said their agreement was for him to move back into unit #10 when the repairs were completed. The Tenant continued to say that at the end of November, 2010, when the repairs were completed, the Landlord rented unit #10 to a new tenant and told the Tenant he had unit #6. The Tenant said he had rented unit #10 for 4 years and he considers it to be his home. The Tenant requested an order of possession to move back into unit #10. The Tenant did not submit any evidence to confirm this agreement with the Landlord and the Landlord was not on the conference call to confirm or deny this arrangement.

In addition the Tenant said he is missing a car hatch that he has been trying to sell. He said he has been storing it outside at the rental unit. The tenant continued to say that one of the other tenants in the building told him the Landlord said that he had sold the Tenant's car hatch. The Tenant said he is applying for the return of his personal property (the car hatch) from the Landlord. The Tenant said he did not have any evidence for the hearing from the other tenant that would confirm the Landlord sold his car hatch.

In addition the Tenant requested an order with respect to whether or not he can have a Bar-B-Que at his rental unit. He said he has tried to contact the owner and the caretaker of the property, but neither of them has returned his calls to date.

The Tenant said he did not have any proof or corroborating evidence to support his claims except for his word and his affirmed testimony.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent the burden of proof is not met. In this case the Tenant has not provided any evidence other than his testimony that the events happened as he said they did. As a result the burden of proof has not been met by the applicant/Tenant and I find against the application and dismiss it with leave to reapply.

Conclusion

The application is dismissed with leave to reapply.

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: January 17, 2011.

Residential Tenancy Branch