



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing was convened by way of conference call in repose to the tenant's application to resolve issues concerning the return of the tenant's personal property.

The tenant and his agent and the landlord attended the conference call hearing. The tenant did not give evidence at the hearing but relied on his agent to give sworn testimony. The landlord also gave sworn testimony and the parties were given the opportunity to cross examine each other on their evidence. Neither party has provided any documentary evidence to the Residential Tenancy Branch or to the other party in advance of this hearing. The testimony of the parties has been reviewed and has been considered in this decision.

Issue(s) to be Decided

- Is the tenant entitled to recover his personal belongings?

Background and Evidence

The parties agree that this tenancy started as part of an employment arrangement on May 12, 2011. The tenant did not pay rent for this unit as rent was in lieu of wages. The tenant moved from the rental unit on or about May 10, 2012.

The tenant's agent testifies that he told the landlord on May 10, 2012 that he would no longer be working for the landlord in the landlord's restaurant and the tenant would be moving from the rental unit. The tenant's agent testifies that the landlord told the tenant to wait until tomorrow when they could talk further and the tenant could come and pick up his belongings. The tenant returned the next day and the landlord told the tenant he could have his belongings back when the tenant returns his tax return to the landlord.

The tenant's agent testifies that she works in an immigration company and is assisting the tenant with this matter. The tenant's agent testifies that she called the landlord on May 22, 2012 and asked the landlord if he had the tenant's belongings. The tenant's agent testifies that the landlord informed her that he did have them and the tenant could return the next day to pick up his belongings.

The tenant's agent testifies that the tenant still could not get his belongings so the tenant's agent called the landlord again on May 24, 2012. The landlord at this time asked who the tenant's agent was and told the tenant's agent she could not keep calling him. The tenant's agent testifies that during this call the landlord informed her that he did not have the tenant's belongings.

The tenant returned to the unit on May 25, 2012 with a police officer but the landlord would not come out to meet with them. The tenant's agent testifies that the tenant had one suitcase containing a laptop, a camera, diaries, cash, clothing, a blanket, documentation and a trimmer. The tenant simply wants his belongings returned to him.

The landlord testifies that on May 08, 2012 the tenant informed the landlord that this was his last day. On May 09, 2012 the landlord asked the tenant for his key. The landlord testifies that four other men live in this basement unit. The landlord questions why the tenant left his belongings in the unit.

The landlord testifies that when he first told the tenant to come and get his personal stuff from the unit the landlord did not know if the tenant had left anything in the unit and

simply said that if he had left anything behind he could come and get it. The landlord testifies that after speaking to one of the other tenants that tenant informed the landlord that this tenant had taken his belongings with him on May 09, 2012.

The landlord testifies that he is willing to meet with the tenant at the unit to go through the unit and see if any of the tenant's personal belongings are in the unit. The landlord agrees to meet with the tenant and an agent for the tenant on June 30, 2012 at 10.00 a.m. If the tenant finds any of his belongings in the unit then the tenant must remove them on this date.

The tenant's agent testifies that the tenant could not have removed his belongings on May 09, 2012 as the tenant was not in Vancouver on that date. The tenant's agent agrees that the tenant will meet the landlord at the unit on June 30, 2012 at 10.00 a.m. and will arrange to have someone accompany the tenant to the rental unit.

Analysis

I refer the parties to section 65(1)(e) of the *Residential Tenancy Act* (Act) which states:

65(1) without limiting the general authority in section 62 (3) [director's authority respecting dispute resolution proceedings], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may make any of the following orders:

(e) That personal property seized or received by a landlord contrary to this Act or a tenancy agreement must be returned;

I have no documentary evidence to show that the tenant's belongings were left in the rental unit or that the tenant's personal belongings have been seized by the landlord. However the landlord has agreed to allow the tenant access to the rental unit accompanied by the landlord and an agent for the tenant on June 30, 2012 at 10.00 a.m.

If the landlord fails to allow the tenant access to the unit on this date and time the tenant is at liberty to file a new application for the return of the tenant's personal property.

Conclusion

The tenants application is dismissed with leave to reapply in the event the landlord refuses access to the rental unit as agreed on this date.

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: July 03, 2012.

Residential Tenancy Branch