

DECISION

Dispute Codes MNDC, RPP, LRE, OPT, LAT, O

Introduction

This is an application filed by the Tenant for a monetary order for compensation for loss under the Act, regulation or tenancy agreement, an order for the Landlord to return the Tenant's personal property, obtain an order of possession of the rental unit, suspend or set conditions on the Landlord's right to enter the rental unit and authorize the Tenant to change the locks to the rental unit.

Both parties attended the hearing by conference call and gave testimony. Neither party submitted any documentary evidence. As both parties have attended the hearing and have acknowledged that no documentary evidence was submitted, I am satisfied that both have been properly served as deemed under the Act.

It was clarified at the beginning of the hearing that as both parties have confirmed that the rental unit has been re-rented to another Tenant, that the Tenant would not be entitled to an order of possession to the rental unit, to suspend or set conditions of the Landlord's right to enter or authorize the Tenant to change the locks to the rental unit as this Tenancy has concluded. These portions of the Tenant's application are dismissed.

It was also clarified by both parties that the Landlord has had in storage the Tenant's personal property and is only awaiting the Tenant to pick it up. The Tenant is withdrawing this portion of his application.

The Tenant stated that he is currently homeless, but is able to pick up mail at his friends rental unit (#312) in the same rental property.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

The Tenant is seeking a monetary order for \$150.00 for loss of food items that were left in his fridge. The Landlord disputes this stating that there was nothing of significant

value in the fridge except for some condiments. The Tenant argues that there was bbq sauce, mustard, mayonnaise, juice, steak sauce and some balsamic vinegar.

Analysis

During the hearing it was explained to both parties that the onus or burden of proof is on the party making the claim, in this case the Tenant is responsible as he has each made an application. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. I find based upon the Tenant's own direct testimony that he has failed in his monetary claim of \$150.00. The Tenant has failed to satisfy me with the value of his claim. The Tenant's application is dismissed.

Conclusion

The Tenant's application is dismissed.

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 11, 2012.

Residential Tenancy Branch