



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Tang Realty Development Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, OLC, RPP

### Introduction

This is an application for a monetary order for \$2800.00, or the return of personal property and a request for the landlord to comply with the Residential Tenancy Act.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant shown that a gold ring and gold coin went missing due to negligence on the part of the landlord and should an order be issued for the return of those items or an order for monetary compensation?

Should an order be issued for the landlord to comply with the Residential Tenancy Act?

### Background and Evidence

The applicant testified that:

- He had to leave his suite, for family reasons, for an extended period from April 2013 to July 2013.
- Upon his return he noticed that things had been moved in the suite and yet there was no sign of forced entry.

- He phoned the building manager and was advised that some nonemergency plumbing work had been done in his suite while he was away.
- Later that day he discovered that his father's wedding ring and a gold Maple leaf coin were missing.
- He contacted the landlords but was told that it was his responsibility to have insurance.
- He does not have insurance, however his insurance company told him that, without forced entry, insurance would not pay out on such a claim.
- The landlords told him there were no other cases of theft during the maintenance work however he subsequently found out that one of the tenants did complain about missing items.
- The landlord was given contact information before he left for his extended absence however the landlord made no attempt to contact him to get permission to enter the rental unit.
- Further upon his return he found no notice of entry from the landlord, either on his door or under his door.
- He has canvassed the building and has found numerous people who claim they did not get notice of entry when the plumbing maintenance was being done.
- He has supplied letters from two people who state they did not get notice however he is aware of at least six other people.
- He was also informed by his neighbor that the day that the work was being done in his suite, the door was propped open, allowing access to anyone.
- He believes the landlords were negligent both in allowing entry to his rental unit when he was not there, and in not supervising the plumbing company during the entry.
- He therefore believes that the landlord should be held liable for the loss of the gold ring, and 1 ounce gold coin.
- The landlords are the only persons other than himself to have a key to his suite.
- The estimated value of both items totals \$2800.00.

The respondent testified that:

- First of all he has spoken to his insurance company and was informed that the tenant's information is incorrect, and that an insurance claim can be filed even if there is no forced entry.
- It is the tenant's responsibility to have insurance and he does not believe that the landlord should be held liable if the tenant neglects to have insurance.
- Secondly notifications were given to all the units that were entered either under the door or upon the door and in this case a notice was definitely given that they were going to be entering the rental unit.

- Further they never received any contact information from the applicant before he left the country, and therefore they followed the normal procedure of posting notices on the door before entry.
- The plumbing company that did the work in the rental unit is a company they have used for many years and there has never been any incident of any kind or any previous allegations of theft.
- Further, the person that the applicant claims has also had a theft during the plumbing maintenance work, did not even file a claim until after she was contacted by the applicant and in fact part of her claim related to items that went missing well before the plumbing maintenance work was done.
- He is not aware of whether or not the plumbing maintenance company propped the door open; however the applicant has supplied no evidence in support of that claim, and no evidence as to whether or not the plumbing company was present in the unit at the time that the door was allegedly propped open.
- He does not believe that there is any negligence on the part of the landlord and does not believe that any order should be issued against the landlord for the cost of these alleged missing items.
- They have provided letters from numerous people that show that notices were provided prior to entering the suites.

### Analysis

The tenant claims that the landlords had his contact information when he went away for an extended period of time, however he has provided no evidence in support of that claim and the landlord denies ever receiving contact information from the tenant.

The tenant also claims that the landlords did not post notice of entry on the door to his rental unit, however the landlord has provided evidence that shows that notice was posted on the doors of rental units prior entry and I find it very unlikely that they would have only posted it on certain doors and not posted on others.

Further, since the landlords used a plumbing company they had used on numerous occasions without any previous incidents, I do not find that there is any negligence on the part of the landlords.

It is my decision that there is no negligence on the part of the landlord with regards to the alleged missing items and therefore I will not allow the applicants claim for monetary compensation, nor will I issue any order for the landlord's to return any items to the tenant.

The applicant also requested that I order the return of his key that is held by the landlords, however I will not issue any such order as it's reasonable for landlords to hold keys to the rental units in case of emergencies.

Conclusion

This application is dismissed in full without 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: October 07, 2013

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Residential Tenancy Branch

