



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD; RPP

Introduction

This is the Tenant's application for return of the security deposit and an Order that the Landlord return his personal property.

The parties gave affirmed testimony at the Hearing.

It was determined that the Notice of Hearing documents were provided to the Landlord by registered mail.

Issues to be Decided

- Should the Landlord be ordered to return the Tenant's personal property?
- Is the Tenant entitled to return of the security deposit?

Background and Evidence

The rental unit is a basement suite in the Landlord's house. The Landlord's agent is the Landlord's son.

The parties agreed that there is a written tenancy agreement, however neither party provided a copy of the agreement in evidence.

The Tenant gave the following testimony:

The Tenant testified that monthly rent was \$850.00, due on the first day of each month and that he paid a security deposit in the amount of \$425.00 on November 28, 2009. The Tenant stated that the tenancy was to begin on January 1, 2013, but that he moved in on December 17, 2013.

The Tenant testified that \$450.00 was paid to the Landlord directly from his Employment Insurance twice a month. He stated that the Landlord did not give him receipts for rent paid.

The Tenant testified that he was not able to pay rent on August 1, 2013, and that he came home on August 5, 2013, to find the locks changed. The Tenant stated that the Landlord took his new TV and will not give it back to him.

The Landlord's agent (KC) gave the following testimony:

KC testified that the tenancy was to start on December 15, 2009, but the Tenant moved into the rental unit on December 13, 2013.

KC testified that the Tenant owes the Landlord money for unpaid rent for June, July and August, for outstanding cable bills in the amount of \$424.35 and for dog food that the Landlord purchased for the Tenant's dog. KC stated that the Landlord decided not to file her own monetary claim because of the Tenant's financial situation and that the Landlord did not think she would be able to collect any money from the Tenant.

KC stated that he went to the rental unit on August 5, 2013, and found the door unlocked. He testified that the Landlord thought that the Tenant had moved out of the rental unit because he was gone for so long. He stated that he left many messages for the Tenant to call him about the unpaid rent, but the Tenant was not communicating with the Landlord.

KC acknowledged that the Landlord had the Tenant's TV and stated that the man who was assisting the Tenant at the Hearing could pick it up on November 15, 2013, at noon.

Analysis

There were inconsistencies in the Tenant's testimony. For example, the Application for Dispute Resolution discloses that the Tenant is seeking return of a security deposit in the amount of \$225.00. At the Hearing, the Tenant stated that he paid \$450.00 for a security deposit.

This is the Tenant's application and therefore the onus is on the Tenant to provide sufficient evidence to prove his claim on the balance of probabilities. I find that the Tenant did not provide sufficient evidence to support his monetary claim and that portion of his application is dismissed without leave to reapply.

The Landlord's agent agreed that the Landlord had taken the Tenant's TV. I find that the Landlord had no right under the Act to keep the Tenant's TV and I HEREBY ORDER the Landlord to make the TV available for the Tenant to pick up at the Landlord's residence by noon, November 15, 2013.

Conclusion

The Tenant's application for a monetary order is **dismissed**.

I HEREBY ORDER the Landlord to make the Tenant's TV available for the Tenant to pick up at the Landlord's residence by noon, November 15, 2013.

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 20, 2013

Residential Tenancy Branch

