



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RPP, MNDC

Introduction

This matter dealt with an application by the Tenant for a Monetary Order for compensation for loss or damage under the Act, regulations or tenancy agreement and for the return of personal property

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 5, 2014. 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 with both parties in attendance.

At the start of the conference call the Advocate requested an adjournment because the Tenant had not prepared his case. The Advocate said they needed more time to verify and prove the Tenant owned the lost property and time to prove the value. As the Tenant had since November, 2013 to prepare his case and that all the parties were in attendance at the hearing, I dismiss the Advocates request for an adjournment and I ordered the hearing to continue.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for the loss or damage and if so how much?
2. Is the Tenant entitled to the return of personal property and if so what personal property is to be returned?

Background and Evidence

This tenancy started on July 15, 2009 as a month to month tenancy. Rent was \$500.00 per month payable in advance of the 1st day of each month. No security deposit was required. The Tenant said the Landlord illegally evicted him on August 27, 2013 and he moved out of the unit on November 7, 2013. The Landlord said he gave the Tenant a written note telling the Tenant he was evicted on August 27, 2013. The Landlord said the Tenant continued to live in the unit until November 7, 2013. The Tenant said he

paid rent for September, 2013 and the Landlord said no rent was paid after August, 2013. The Tenant said he did not dispute the eviction.

The Tenant said he came to the rental unit November 4, 2013 and the Landlord had moved his belongings into the Landlord's truck. The Tenant said the truck was locked so he phoned the police. When the police arrived they told the Tenant to contact Service BC and the Residential Tenancy Branch to resolve the dispute. Following this a local outreach service agreed to collect the Tenant's belonging from the Landlord. The Landlord said the outreach workers came and loaded the Tenant's belongings from his truck to their truck. The Landlord continued to say that all the Tenant's belonging were loaded in to the truck including the two guitars. The Landlord said he told the outreach workers to be careful of the guitars as the guitars were important to the Tenant. The Tenant agreed that the outreach workers had moved his belonging and he thought he saw the guitar cases in the body of the truck, but later when he was going through his property there was a number of things missing. As a result the Tenant has applied for \$7,130.00 in compensation for the following items:

• Blender	\$ 40.00
• Strainer	\$ 15.00
• Sauce pan	\$ 55.00
• Knives and utensils	\$ 30.00
• Supplies	\$ 150.00
• Book case	\$ 125.00
• Chair	\$ 75.00
• Electric fan	\$ 20.00
• Spirit level	\$ 20.00
• Garbage bin	\$ 20.00
• Hermanos guitar	\$4,000.00
• Alhambra guitar	\$ 580.00

Total	\$7,130.00
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The Tenant and the Tenant's Advocates said the Tenant has not submitted any evidence to corroborate or prove the Landlord has possession of the Tenant's assets or that the Tenant owned the assets nor the value of the assets. The Tenant said he did not understand the application process so he did not submit any evidence to support his claims.

The Landlord said this is a very unfortunate situation but he gave all the Tenant's property to the outreach workers in November, 2013. The Landlord said he found the spirit level in the bed of his truck so it must have been left behind and the Landlord said the Tenant could come and get it. Further the Landlord said the Tenant could contact the Police and they could search his house if that would help. The Tenant declined the Landlord's offer. As well the Tenant said he does not know if the Landlord took his property or not. The Tenant said it is a terrible situation and he has lost things that are

important to him. The Tenant was asked if he had talked to the outreach people and outreach workers if they knew anything about his property. The Tenant said he has not talked to the outreach staff, but he was there when the property was unloaded.

The Landlord said in closing that this is an unfortunate situation but he does not have the Tenant's property and he doesn't know anything about it.

The Tenant said in closing he was evicted illegally and as a result of that eviction he has lost some of his person property.

The Advocate said in closing that this situation is a result of the illegal eviction and the Tenant may make another application to deal with the eviction.

The Landlord said if the Tenant makes another application he may make one to for unpaid rent and damages.

Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

As the Tenant has not provided any evidence that proves he had an actual loss nor has the Tenant verified the claim he is making by supplying receipts or verifying the value of the loss by an insurance policy. Consequently, I find the Tenant has not established grounds to prove his claims. Therefore as a result of lack of evidence to support the Tenant's claims I dismiss the Tenant's application without leave to reapply.

Conclusion

The Tenant's application is dismissed 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: March 18, 2014

Residential Tenancy Branch

