



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Laurel Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RPP, MNDC

### Introduction

This hearing dealt with an application by the tenant for the return of his personal property or for a monetary order to compensate him for the loss of his personal property.

Both the landlord and tenant attended the teleconference hearing and gave affirmed evidence.

### Issue(s) to be Decided

Is the tenant entitled to an order for the return of his personal property?  
Alternatively, is the tenant entitled to a monetary order to compensate him for the loss of his personal property?

### Background and Evidence

The parties agree that the tenant moved out of the rental unit on January 22, 2014. The tenant gave evidence that the landlord required him to move out on January 22, 2014. He states that he went to a shelter until he was able to move to a new rental unit.

The tenant states that the landlord packed his possessions and stored them for him until January 31, 2014. His evidence is that he picked up his possessions on January 31, 2014 and brought them to his new place. He states that when he unpacked his things, various items were missing including a titanium hammer which cost \$400.00.

The tenant's evidence is that he last saw the hammer in a white plastic bag on the top shelf of his closet. The plastic bag also contained a drill. When he unpacked his belongings, the white plastic bag was there but the hammer was missing.

The landlord gave evidence that the tenant packed up his own belongings and asked the landlord to store them. The landlord provided a copy of a note from the staff on duty January 22, 2014 which reads:

“[Tenant] came at 11:00 a.m. and turned in his keys. I told him he could pick up his stuff mon to fri 9:00 am to 5:00 pm he asked that could his stuff be stored for one week until he could pick it up I said yes.”

The landlord gave evidence that she and another staff went to the rental unit and moved the tenant's belongings to the storage room. Her evidence is that most of the tenant's belongings were bagged but there were some loose items which they added to the tops of bags, such as clothing. She does not remember seeing a white plastic bag. There was a duffle bag and they placed some tools that were on the kitchen table (such as a screwdriver) into the duffle bag.

The landlord gave evidence that she cleaned the rental unit that day and would have looked on the top shelf of the closet. She did not see a hammer there.

The landlord's evidence is that the storage area is secure, and they have had no problem with things going missing from there. The landlord noted that the tenant did not provide a receipt to show the value of the hammer was \$400.00.

The tenant gave evidence that he is a framer's helper and he bought the hammer three years ago at Lee Valley Hardware in Vancouver. It is a lightweight hammer that can be worn in a pouch.

### Analysis

I find that the tenant has not proven, on a balance of probabilities, that he owned a titanium hammer worth \$400.00, or that such a hammer went missing while the landlord was storing his belongings. The tenant did not provide a receipt for the hammer or other evidence that he possessed such a hammer, such as a photograph or evidence from a witness.

I accept the evidence of the landlord that she did not see such a hammer and does not have such a hammer in her possession. I find the tenant has not proven, on balance, that the landlord is responsible for the loss of a hammer worth \$400.00. For that reason, 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: April 17, 2014

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Residential Tenancy Branch

