



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Victoria Apartment Properties Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and two agents for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for missing personal property and for compensation for stress and disability difficulties,, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submits she moved into the rental unit in January 2014 and that the tenancy ended on March 20, 2014. The landlord submits the tenancy began in November 2013 and ended on January 19, 2014. The tenant clarified that her roommate moved into the unit in November 2013 and that she only moved into the rental unit in January 2014.

The parties did agree the monthly rent was \$895.00 due on the 1st of each month with a security deposit of \$447.50 paid.

The tenant submits that the landlord had locked her out of the rental unit and that her roommate moved out of the rental unit. She states that when she returned 6 weeks later the landlord had moved all of her possessions out to the front lawn of the residential property and covered them with a tarp. The tenant also submits that the landlord threw her down the stairs, but provided no evidence to support this statement.

The tenant has provided a list of over 45 items that she states she had but that have since gone missing. The landlord submits that there were 6 items that were left behind by the tenant at the end of the tenancy. The tenant provided no evidence to support that she owned any of the items provided in her list or to establish the value of any items that she claims were lost.

The landlord, however, submits that the belongings were still in the rental unit until January 18, 2014 at which time the landlord allowed the tenant back into the rental unit, at the request of the local police, so she could obtain her medication.

The landlord submits that when she was let in she started moving her belongings out into the hallway and that she indicated that she had someone coming to pick them up right away. The landlord stated that he told her she could not leave these belongings in the hallway and he helped her move them down to the lobby.

When no one arrived to remove the items from the lobby the landlord stated he again informed the tenant that she could not leave them in the lobby and that she would have to move the items outside. When no one came to pick up the items the landlord covered them with a tarp.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Much of the evidence presented to me consisted of disputed testimony and different versions of events. Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their version of events.

I find, in the case before me, that as the landlord disputes the tenant's claim and version of events and since the tenant has provided no additional evidence in support of claim she has, on a balance of probabilities, failed to meet the burden of proof that she has

suffered a damage or loss or if she did that the damage or loss resulted from a violation of the Act, regulation or tenancy agreement on the part of the landlord.

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution in its entirety.

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: August 18, 2014

Residential Tenancy Branch

