



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, FF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask questions, and to make relevant submissions.

The Tenant stated that in February or March of 2014 the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail, at the service address noted on the Application. The male Landlord acknowledged receipt of these documents.

On May 06, 2014 the Landlord submitted documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that these documents were served to the Tenant by registered mail on May 06, 2014. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On May 23, 2014 the Tenant submitted numerous documents to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The Tenant stated that these documents were not served to the Landlord and they were, therefore, not accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Tenant entitled to compensation for property that was stolen or destroyed during a move?

Background and Evidence

The Tenant and the Landlord agree that this tenancy began 2008 and that it ended on January 31, 2014.

The Tenant is seeking compensation of \$6,038.00 for property that was “stolen or destroyed” when she moved out of the rental unit. The Tenant stated that she hired the two Respondents to move some of her personal property out of the rental unit to the bottom of the stairs and that she paid them \$150.00 and a used washing machine for their labour. She stated that she then paid \$150.00 to a third party who moved her property from the bottom of the stairs to her new home.

The Agent for the Landlord stated that the Tenant did not pay her or the male Respondent for moving her property out of the rental unit and that they did not help her move any property out of the unit with the exception of one china cabinet, which the male Respondent helped the Tenant move. She stated that she paid someone who lives in the neighbourhood \$350.00 to help move the Tenant. She stated that the Tenant did not pay any portion of this moving cost and that she helped the Tenant because the Tenant did not have money to move.

Analysis

Before considering the merits of the Application for Dispute Resolution I must determine whether this application has jurisdiction under the *Residential Tenancy Act (Act)*. I have authority to determine disputes between landlords and tenants that arise out of their tenancy agreement. I do not have authority to determine disputes that relate to an employment contract.

The Tenant alleges that she entered into an agreement with the two Respondents to move her property out of the rental unit, for which she paid \$150.00. I find that she is alleging an employment agreement with the Respondents and I do not have authority to determine the merits of such a dispute.

Conclusion

As I do not have jurisdiction to determine this matter, I dismiss the Tenant's Application for Dispute Resolution. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 24, 2014

Residential Tenancy Branch