



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding YWL GLOBAL INVESTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

RPP, MNDC, FF

Introduction

This hearing was convened in response to an application by the tenant seeking the landlord be Ordered to return specific personal property of the tenant, and in the alternate seeks compensation for the value of the personal property, and to recover the filing fee for this application.

Only the tenant participated in the conference call hearing and only the tenant provided document evidence. The tenant testified they served the landlord with the application for dispute resolution and notice of hearing by registered mail but the landlord did not retrieve the mail. The tenant provided the tracking number for the registered mail and the Canada Post website was consulted, indicating that the landlord failed to accept the registered mail. Section 90 of the Act prescribes that the landlord is deemed to have received the mail 5 days after it was sent. I find that despite having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act), the landlord did not participate in the hearing.

Issue(s) to be decided

Is the tenant entitled to an Order the landlord return the tenant's personal belongings?

Is the tenant entitled to the monetary amount claimed?

Background and Evidence

The undisputed evidence is as follows. The tenancy began 14 years ago and the rental unit is in a house along with 3 other units. The tenant testified that in November 2013 they placed a brass bed frame into the basement of the house which the tenant claims

all tenants of the residential property use for storage. The basement area is unencumbered and accessed from the exterior and interior of the house. The tenant testified that in approximately the summer of 2014 the tenant noted the bed missing from the storage area; and, upon enquiry was told by one of the other tenants the landlord's "worker" took the bed frame. The tenant testified they know the referenced individual but have not confronted them, and did not notify Police. However, the tenant contacted the landlord requesting the "worker" return the bed frame – after which, the tenant alleges, the landlord told them the bed frame was taken to "the dump" or to recyclers. The tenant claims the landlord stated they had not authorized removal of the bed frame and were not responsible for the conduct of the person claimed to have taken the bed frame.

The tenant provided a receipt for the bed frame dated October 1998 indicating they paid \$2000.00 for the bed frame. The tenant also provided some images and on-line estimates for similar bed frames of \$1800.00 and \$1695.00.

Analysis

On preponderance of all the tenant's submissions in this matter I find the evidence is insufficient to establish *the landlord* or someone in the capacity of *landlord*, or within the definition of *landlord* in the Residential Tenancy Act, is at the root of the tenant's undisputed account of their missing bed frame. In the absence of a Police report or other evidence to support the tenant's loss, I find that the tenant has not proven the landlord seized the tenant's personal property, on balance of probabilities. As a result, I **dismiss** the tenant's application.

Conclusion

The tenant's application **is dismissed**.

This Decision is final and binding on both parties.

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 19, 2014

