



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, CNL, MNR, MNDC, OLC, ERP, RP, RPP, AAT, RR

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied:

- to cancel a Notice to End Tenancy for Cause
- to cancel a Notice to End Tenancy for Landlord's Use of Property
- for a monetary Order for money owed or compensation for damage or loss
- for a monetary Order for emergency repairs
- for an Order requiring the Landlord to comply with the *Residential Tenancy Act* (Act) or the tenancy agreement
- for an Order requiring the Landlord to make repairs to the rental unit
- for an Order requiring the Landlord to provide services or facilities required by law
- for an Order requiring the Landlord to provide access to the unit for the Tenant and/or the Tenant's guest
- for authority to reduce the rent.

At the outset of the hearing the Tenant stated that she will be vacating the rental unit by February 28, 2015 and she is, therefore, withdrawing all of her claims, with the exception of the application for a monetary Order for money owed or compensation for damage or loss.

The Tenant and the Landlord agree that on January 31, 2015 the Application for Dispute Resolution and the Notice of Hearing were personally served to the Landlord.

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

The Tenant submitted no evidence in regards to this matter. The Landlord submitted evidence to the Residential Tenancy Branch but he did not serve copies of the evidence to the Tenant. As the evidence was not served to the Tenant, it was not accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Tenant entitled to compensation for a stolen bicycle and chair?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on February 28, 2014 and that the Tenant currently pays monthly rent of \$1,250.00.

The Landlord and the Tenant agree that the Tenant stored a chair and her son's bicycle outside of the rental unit. The Tenant stated that both items were stolen from outside the rental unit.

The Landlord and the Tenant agree that the Landlord told the Tenant that she should lock the bicycle and that he loaned the Tenant a lock for several weeks, for the purposes of locking the bicycle. He stated that the rental unit is located on a busy street and the Tenant should have been more careful with personal items left outside of the rental unit.

The Landlord stated that he told the Tenant on at least two occasions that she needed to purchase her own lock and that after approximately two weeks he told her he was taking his lock back, which he did. The Landlord stated that he does not think the bicycle was locked after he recovered his lock.

The Tenant stated that after the Landlord removed his lock she purchased a lock for the bicycle, although her son occasionally neglected to lock the bicycle.

The Tenant stated that approximately four months ago the bicycle was stolen from outside of the rental unit. She stated that the day after the theft the bicycle chain (that propels the bicycle) was located in the alley.

The Tenant stated that when she reported the theft to the Landlord he informed her that his friend had borrowed the bicycle a few days before the theft and that he would check to see if he borrowed it again. She acknowledges that the bicycle had been returned by the friend before the theft. She stated that she does not know if the friend stole the bicycle but she does not believe the Landlord should have allowed his friend to borrow the bicycle.

The Landlord stated that several months after he removed his lock the Tenant advised him that the bicycle had been stolen. He stated that his girlfriend told him that "a couple of months" before the theft his friend had borrowed the bicycle and that he told the Tenant he would ask this friend if he had borrowed it again. He stated that he has not seen this friend since the theft and he has not been able to ask if he borrowed the bicycle again. The Landlord stated that he has no reason to believe that his friend stole the bicycle or that he borrowed it a second time.

Analysis

On the basis of the undisputed evidence, I find that the Tenant's chair and her son's bicycle were stolen from outside the rental unit during this tenancy.

Although the evidence indicates that the Landlord's friend borrowed the bicycle sometime before the theft, there is no evidence to show that he stole the bicycle or that his actions contributed to the Tenant's loss. Given that the chair and the bicycle were left outside of the rental unit, I find it entirely possible that the items were stolen from someone who is not known to the Landlord.

Section 67 of the *Act* authorizes me to award compensation to a tenant if the tenant suffers a loss as a result of a landlord failing to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement. I am aware of nothing in the *Act* that requires a landlord to compensate tenants for items stolen from outside of a rental unit. In these circumstances, I find that the Landlord expressed concern for the safety of the Tenant's personal property that was being stored outside of the rental unit, even though he was not legally obligated to do so.

It is commonly understood that items left outside of a residence are at risk of being stolen, even if those items are locked. In my view, if a tenant opts to store personal property outside of the rental unit, the tenant then assumes the risks associated with that decision.

As the Tenant has failed to establish that her loss is the result of the Landlord's failure to comply with the *Act* or the tenancy agreement, I dismiss her claim for compensation for the items that were stolen from outside of her rental unit.

Conclusion

The application for a monetary Order 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: February 19, 2015

Residential Tenancy Branch

