



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC, MNSD, FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$25,000.00, for the loss of items that were inside his storage locker at the rental unit. The tenant also applied for the return of the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties denied having received evidence from each other. The landlord filed a tracking slip as proof of service of his evidence to the tenant to an address of the church that the tenant attends. The tenant agreed that he had given the landlord the address of his church as his forwarding address but stated that he did not receive the evidence package.

During the hearing, I asked the tenant to provide the landlord with an address other than the address of the church he attends. The tenant refused to do so and instructed the landlord to continue to serve him any and all documents at the address of the church. I explained to the tenant that since he has provided this address to the landlord, any documents sent to this address will be deemed as served even if the tenant does not receive the documents. The tenant continued to maintain that the landlord could serve him documents at the church address.

The tenant initially stated that he did not serve a copy of his evidence on the landlord. Later he said he provided the landlord with a list of the items he was claiming for and the landlord tore it up. The landlord denied having received any evidence that the tenant intended to rely on during this hearing.

The tenant also stated that he filed evidence at the residential tenancy branch office but there was none on the physical or electronic file.

These parties had attended a hearing on September 15, 2015 to address the landlord's application. During that hearing, the security deposit was dealt with. Accordingly this portion of the tenant's claim is dismissed.

Since the tenant has not proven that he served the landlord with his evidence, even if this evidence was before me, I am unable to use this evidence in the making of a decision to award the tenant a monetary order for his claim of \$25,000.00.

Since the tenant was adamant about having served his evidence to the landlord and the residential tenancy office, I will give the tenant the benefit of the doubt and allow him an opportunity to reapply for his monetary claim. Accordingly, I am dismissing the tenant's application with leave to reapply.

Since the tenant has not proven his case he must bear the cost of filing his application.

### **Conclusion**

The tenant's application is dismissed with leave to reapply.

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: March 08, 2016

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Residential Tenancy Branch

