



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, PSF, RPP, LRE, MNDC, FF

Introduction

This hearing was scheduled to deal with a tenant's application for repair orders; for the landlord to provide services or facilities; for the landlord to return the tenant's personal property; to suspend the landlord's right to enter the rental unit; and monetary compensation for damage or loss under the Act, regulations or tenancy agreement.

Preliminary and Procedural matters

1. Evidence

The tenant claimed to have sent evidence to the Branch on March 17, 2016 but I did not have the evidence before me. According to the tenant, the key part of the evidence was a photocopy of the envelope the landlord used to send evidence to the tenant since the return address was different than the address of the rental unit. The landlord acknowledged that the return address on the envelope was as described by the tenant. Since there was no dispute as to the return address appearing on the envelope I accepted the parties' verbal testimony and found it unnecessary to authorize or order the tenant to resubmit this evidence.

2. Jurisdiction

The landlord's agent submitted that the Act does not apply to this tenancy because the landlord and the tenant share a kitchen. Section 4(c) of the Act provides that the Act does not apply where a tenant shares a kitchen or bathroom with the owner of the property.

The landlord's agent submitted a hand-drawn layout of the residential property and the rooms were identified with Chinese characters. At the bottom of the drawing are the words "Tenant share the kitchen on main floor with landlord/owner". The tenant disputed that he shares the kitchen with the landlord. Initially, the landlord's agent submitted that the landlord resides on the upper floor of the residential property. When pressed further, the agent submitted that the owner resides in the master bedroom but

that she is not there at night because her job entails looking after a client and sleeping at her client's home but that the landlord is at the residential property close to 12 hours per day.

The tenant submitted that all of the bedrooms in the house are tenanted and that the owner comes to the property most days for 10 to 30 minutes to perform housekeeping duties. The tenant submitted that since he shares the kitchen with other occupants of the house he knows the tenants occupying the master bedroom and all of the other bedrooms. The tenant had a witness present at the hearing. The witness testified that she also resides at the residential property and that the owner does not reside at the residential property but only attends the property for brief periods of time to clean. The tenant pointed to land title records that listed the landlord's address as another location. The tenant also pointed out that the return address provided on the envelope used to send the landlord's evidence to the tenant which was the same address as that appearing on the land title records.

The landlord submitted that the address appearing on the land title record is her daughter's address and that her daughter manages her financial affairs for her.

Upon consideration of the evidence before me, I found the tenant provided sufficient evidence to satisfy me that the landlord does not reside at the residential property and that it is more likely that the landlord only attends the residential property to provide housekeeping services since the house is rented to several tenants in common. Therefore, I accepted that the Act applies to this tenancy and I proceeded to hear the tenant's application.

3. Sale of property

The landlord's agent submitted that the property has been sold to new owners. The landlord's agent has access to property records and testified that the property was sold to new owners effective March 4, 2016. The agent provided the name of one of the new owners and the number for the transfer document filed to transfer the property at the land title office. The landlord also testified that a couple purchased the property so there are two new owners.

The tenant responded by submitting that the former owners and the current owners are friends and that the former owner was at the residential property recently.

I was satisfied by the detailed information provided by the landlord's agent that the property has likely been sold since the tenant filed this application. When a property is

sold the new owners inherit the existing tenancy agreements. Accordingly, issues a tenant may have with repairs or services or facilities should be brought to the attention of the current landlords. Since the property has been sold I found the tenant's requests for repair orders; for the former landlord to provide services or facilities; or, to suspend the landlord's right to enter the rental unit to be moot as the landlord's rights to do any of these things ended with the sale of property. Therefore, I did not consider these requests further.

4. Monetary claim

Dispute resolution proceedings are based upon the principles of natural justice. Accordingly, a respondent has the right to be notified of the claims being made against them so as to prepare a response or defence. Under section 59 of the Act, an applicant is required to provide full particulars as to their dispute in keeping with these principles. Rule 2.5 of the Rules of Procedure further provides for the documentation that must be submitted with an Application. The documentation must include "a detailed calculation of any monetary claim being made". In an effort to aid parties make sufficiently clear, detailed and organized monetary claims the Residential tenancy Branch publishes a Monetary Order Worksheet for parties to complete. While the form is not mandatory, the application should otherwise be accompanied by full particulars and a calculation that is readily clear and understandable.

In this case, I found the tenant's monetary claim unclear and not supported by a detailed calculation that was readily clear and understandable. The tenant had submitted the following as his monetary claim:

"For money owed or compensation for damage or loss under the Act, regulation or tenancy agreement for money (US Dollars \$2000, Chinese Yuan \$50,000), 15 laptops & 20 smartphones (Samsung, iPhones) lost because the storages door took off & she reject to repairs it quickly. My depression caused by living the car from Dec 28 – 31, my time waste & my job loss. Totallg up to \$25,000."

In light of the above, I declined to consider the tenant's monetary claim as it was not accompanied by full particulars and a detailed calculation. This part of the tenant's application was dismissed with leave to reapply.

For reasons provided above, I had disposed of issues identified on the tenant's application except for the return of personal property which I did consider.

Issue(s) to be Decided

Has the tenant established that the landlord has the tenant's personal property?

Background and Evidence

The tenant was asked to describe the personal property that the landlord has taken from the tenant. The tenant testified that he was uncertain as to whether the landlord took any of his personal property. The landlord testified that she had not taken any of the tenant's personal property.

Analysis

Given the tenant's uncertainty and the landlord's denial that the landlord took the tenant's personal property I find the tenant failed to establish that the landlord has any of the tenant's personal property. Therefore, I dismiss the tenant's request that I order the landlord to return his personal property.

Conclusion

The tenant's request that I order the landlord to return his personal property has been dismissed.

The tenant's request for a Monetary Order against the landlord has been dismissed with leave.

The tenant's requests for repair orders; for the landlord to provide services or facilities; or, to suspend the landlord's right to enter the rental unit are moot since the property has been sold to new owners. The tenant remains at liberty to pursue such matters with the current landlords.

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: April 05, 2016

Residential Tenancy Branch

