



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This was a hearing with respect to the tenant's application for a monetary award. The hearing was conducted by conference call. The tenant attended with his father, who acted as his representative and provided testimony. The named respondent called in and participated in the hearing. They were represented by their legal counsel.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The tenant testified that the rental unit is a house in Vancouver. He said that he lived in the house two years previously. He described the rental property as an "international house". He said that the landlords rented the house to students from different countries and individual tenants rented rooms in the house and shared common areas.

In May, 2014 the tenant returned to Vancouver from his family home in California. He returned to the rental property and found that one person was living in the lower part of the house, but the upstairs was vacant. He contacted Mr. D.J., his former landlord. The former landlord told the tenant that he was selling the house, but the tenant could stay in the rental unit for a month. The tenant said that he signed a tenancy agreement with the landlords D.J and A.M. The tenant submitted a copy of the tenancy agreement. According to the tenant's document, the tenancy started on May 15, 2014 on a month to month basis with rent in the amount of \$500.00 payable on the first of each month. The tenant said he paid the former owner \$500.00, of which \$250.00 was for May rent and \$250.00 was for a security deposit. Apart from a copy of the tenancy agreement, the tenant did not submit proof of payment of any amount to the persons named in the tenancy agreement or to the parties named as respondents in this proceeding.

The tenant said that he met the new owner at the house when he came there with tradespeople. He claimed to have paid rent to the respondent. The respondent D.A. denied that this was the case. The tenant was found on the rental property when the

house was supposed to be vacant. All other occupants had moved out and the house was not in habitable condition. The respondent said that he learned that the tenant paid a security deposit to the former owner. He refunded the deposit to the tenant on May 20, 2014 and told the tenant that he must move out of the house immediately.

The tenant denied that his deposit was returned or that he was told to move. The tenant testified that he returned to the rental unit from work at 10:30 P.M. on June 18, 2014. He said that the landlord's contractors came into the house and gutted the interior of the house. The tenant said that the respondent's contractors removed and threw out or disposed of most of his personal possessions that were in the house. The tenant said that the workers had thrown some of his belongings into a pickup truck. He said that he called the police, and the police attended, but took no action. The tenant did not submit evidence to show that he ever made a police report about the incident or about his missing belongings.

The tenant named the current owners of the rental property as respondents in this proceeding. The tenant said he performed a title search of the property but he did not submit a copy as evidence in support of his application, although the respondents do not dispute that they are the owners of the property. I was not provided with any documentary evidence or oral testimony to establish when the rental property was sold, although I heard from the respondents that the property was purchased on May 29, 2014 as vacant property.

The tenant did not submit any evidence in the form of a written statement or oral testimony from the former owners of the rental property from whom the tenant said he agreed to rent the unit in May, 2014. He provided information in the form of invoices and receipts for many of the items claimed to have been lost or stolen; most of the items were purchased by the tenant's father. The tenant also submitted receipts for other expenses, including hotel stays, car rental and meals.

Analysis

The tenant applied for a monetary award in the amount of \$12,762.50 said to be for the cost of belongings and other loss and expense he suffered when his goods were taken or thrown out in the course of the demolition of the rental unit. The incident complained of by the tenant took place in June, 2014. According to the tenant on or about May 15, 2014 he was told by the former owner that he could stay in the rental unit for a month.

The tenant bears the burden of proving his claim on a balance of probabilities. The tenant did not apply for dispute resolution until February 15, 2016. Throughout his claim the tenant referred to the named respondents as "landlords", but he did not submit any documentary evidence to establish that he had any dealings with the respondents, paid any money to them, or to establish that the respondents knew that the former owner made an agreement to rent to the applicant. The tenant's claim is based on his assertion that the respondents are his landlord because they bought the rental unit

subject to existing tenancies and they knew or ought to have known that the applicant was the tenant of the former owner of the rental property, but, I was not provided with any evidence to establish that the property was sold subject to existing tenancies, or that the purchasers were notified of this tenancy by the former owner. The tenant did not submit any documentary evidence or testimony from the alleged former owner of the rental property with respect to the tenancy or the purchase and sale of the rental property. I accept the respondent's evidence that they found the tenant in what was supposed to be a vacant property; that they told him to move and repaid his deposit. The events complained of by the tenant occurred a month later when contractors began demolition of the interior of the house.

The tenant waited for more than a year and a half after the alleged incident that gives rise to his claim to seek a monetary award for more than \$12,000.00. The tenant's failure to act promptly and his failure to provide relevant supporting documents and testimony from the involved parties casts doubt upon his claim and has prejudiced the respondents' ability to reply to the claim. The applicant has not provided evidence to prove on a balance of probabilities that the respondents were at any time his landlords, or that they owed him a duty of care and were responsible for the loss or theft of his belongings. The tenant's claim is therefore dismissed without leave to reapply.

Conclusion

The tenant's claim is dismissed without 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: October 31, 2016

Residential Tenancy Branch

