



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Makeen Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes PRR

Introduction

This is an application by the tenant orally amended from the original application. This proceeding was originally convened November 30, 2016 and pursuant to an Interim Decision dated December 14, 2016 and adjourned to this date to allow exchange of evidence. The tenant solely seeks the return of personal property: specifically the contents of their locker on the residential property, and compensation for the landlord casting out their bed and a sofa.

Both parties attended the reconvened hearing date. The hearing was presented with an abundance of evidence not all of which is relevant to the application. Both parties participated in the hearing with their relevant submissions, relevant document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be determined

Should the landlord be ordered to return the tenant's personal property?

Should the landlord be ordered to compensate the tenant for their bed and sofa?

Background and Evidence

The relevant evidence in this matter is as follows. The tenancy has ended. Before the tenancy ended the parties agree the tenant was assigned a storage locker on the residential property which the tenant utilized and secured with a key to the locker. After the tenancy ended the parties agree the tenant was not permitted on the residential property to obtain all of the contents of their locker, however the tenant authorized friends to access their locker and retrieve some items. The landlord testified the tenant's locker remains locked with the residual contents of the locker intact and that the

tenant may have access to the locker to retrieve the balance of their belongings. The parties agreed on how they will accomplish the tenant's access to their locker.

The tenant claims the landlord disposed of their bed and sofa rather than have it treated for bed bugs and again made available to the tenant. The landlord claims the tenant themselves personally placed their bed and sofa outside the residential building beside the refuse bin. The landlord provided a witness stating they saw the tenant move their furniture outside to the bin area. The landlord testified that the witness, one of their helpers, then hauled it away for which they provided a receipt in the amount of \$50.00. The tenant disputes the landlord's account stating they were injured and recovering from their injuries at the time, and, despite this fact they would not have been able to manoeuver their furniture outside solely by themselves.

Witness CK – landlord's helper, affirmed

The witness was affirmed to solely provide the truth. The witness testified they saw the tenant roll out a sofa and a mattress and box spring to beside the refuse bin outside the apartment complex. Neither party asked questions of the witness.

Analysis

In respect to the tenant's personal property claimed remaining in the locker on the landlord's property, **Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle aspects of their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to agreement as follows;

1. Both parties agree that the tenant and landlord will contact one another to establish a time **before January 31, 2017** for the tenant and landlord to mutually access the tenant's locker for which the tenant possess a key, and for the tenant to receive all the contents of the locker.

The tenant was apprised that it would be prudent to consult with their friends whom had accessed the locker before them to ascertain any discrepancy which could arise.

Both parties testified at the hearing they understood and agreed to the above terms.

In respect to the tenant's bed and sofa I accept the landlord's evidence they disposed of the furniture items and for which they provided a receipt. The landlord's witness provided a testimonial account, which in contrast to the tenant's testimony, I find improbable and does not make sense. I prefer the tenant's testimony that without assistance from an additional individual the tenant could not have placed their box spring, mattress and sofa outside the apartment complex on their own. As a result, in the absence of evidence as to the value of the tenant's 3 furniture items I grant the tenant nominal compensation in the nominal amount of **\$100.00** without leave to reapply.

I grant the tenant a Monetary Order under Section 67 of the Act for the amount of **\$100.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant's application is in relevant parts granted.

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: January 17, 2017

Residential Tenancy Branch