



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SINGLA BROTHERS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant served the landlord with the notice of hearing package, the amendment to the application for dispute and the submitted documentary evidence via Canada Post Registered Mail. Neither party raised any other service issues. I accept the undisputed affirmed testimony of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

### Preliminary Issue

At the outset, the tenant provided conflicting and contradictory testimony regarding her application for dispute. Discussions between the parties confirmed that the tenant was only seeking a monetary claim of \$7,085.00 as compensation for personal property removed by the landlord. The remaining requests for return of the security deposit and recovery of the filing fee were withdrawn by the tenant.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks an amended monetary claim of \$7,085.00 which consists of:

\$250.00	ariet western riding boots
\$200.00	english riding boots
\$200.00	carhart cover alls
\$300.00	windows tablet with keyboard
\$225.00	maxwest cellular phone
\$60.00	sony digital voice recorder
\$550.00	apple ipad-gold
\$100.00	recliner chair
\$750.00	serta memory foam mattress
\$85.00	vice table
\$85.00	chainsaw
\$30.00	2 chainsaw blades
\$300.00	painting supplies
\$500.00	canon rebel sl1 with eos lens
\$85.00	memory cards for camera(2)
\$125.00	pfaff sewing machine- hobby 309
\$200.00	fabric
\$50.00	thread
\$550.00	dyson vacuum cleaner big ball
\$150.00	kitchen pots- laguinista
\$150.00	tfal pans (4)
\$100.00	baking pans (4)
\$150.00	cofee presses (2)
\$100.00	tea pots
\$90.00	tea cups
\$300.00	miscellaneous clothes
\$300.00	shoes
\$15.00	hair dryer
\$95.00	straightener
\$190.00	make up

\$150.00	make up brushes
\$150.00	tool boxes (3)
\$500.00	tools

The tenant claims that the landlord unlawfully evicted her and discarded all of her possessions while the tenant was not present. The tenant stated that she is no longer in possession of any documents. The tenant did not provide any details of the items or the monetary amounts provided for claim.

The landlord disputed the tenant's claims stating that the tenant was evicted when court bailiffs executed a writ of possession for removal of the tenant and her possessions. The tenant confirmed that court bailiffs evicted her and removed all of her belongings from the rental premises. The tenant stated she was notified to remove her belongings immediately, but was arrested by police for a mischief charge. The tenant stated that being arrested prevented her from collecting her personal belongings. The tenant stated that she did not take any actions to secure her belongings. The tenant also stated that the landlord was not responsible for removal of her belongings.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I accept the undisputed affirmed evidence of both parties and find that there was no unlawful eviction as previously claimed by the tenant. The tenant confirmed that court bailiffs attended to execute a writ of possession and her belongings were removed from the rental premises by them. The tenant also confirmed that at no time was the landlord involved in this process. I find that the landlord was not responsible for securing the tenant's personal property. The tenant admitted that she did not take responsibility while she was present to secure her belongings. On this basis, the tenant's application is dismissed. I also find that the tenant failed to provide sufficient details of the personal belongings and their monetary worth as claimed.

Conclusion

The tenant's application 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: March 01, 2019

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Residential Tenancy Branch