



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the *Residential Tenancy Act*, (the “Act”), for a monetary order for damage or compensation under the *Act*, and to recover the cost of the filing fee for this application. The matter was set for a conference call.

Both the Landlord and Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matter- Reduction in claimed amount

At the outset of the hearing, the Tenant requested to reduce her claim to \$5,880.00, removing her request for the cost of replacing missing transcripts as she had located these items.

The Landlord did not object to this request.

I find it appropriate to grant the Tenant's request and reduce her amount claimed to \$5,880.00.

Preliminary Matter- Caution

During the hearing, the Tenant was cautioned several times regarding personal conduct, outbursts and the interruption to the other parties' testimony.

The Tenant was advised twice of the expected appropriate conduct during these proceedings. When the Tenant continued to act inappropriately, the Tenant's phone line was muted twice to allow the proceedings to continue in accordance with the rules of procedure.

Issues to be Decided

- Is the Tenant entitled to a monetary order for damage or compensation under the *Act*?
- Is the Tenant entitled to the return of their filing fee for this application?

Background and Evidence

The parties agreed that the tenancy began on June 1, 2018. Rent in the amount of \$2,200.00 was to be paid by the first day of each month and at the outset of the tenancy, the Tenant paid a \$1,100.00 security deposit. Both parties agreed that the tenancy ended on September 2, 2018, and that the inspections and the security deposit were dealt with in accordance with the *Act*.

The Tenant testified that at the end of her tenancy she was unable to move all of her possession and that she had a verbal arrangement with the new renter moving in that she could leave some of her personal possession in the storage locker for a month. The Tenant testified that the Landlord had been present during her conversation with the new renter and that the Landlord had also agreed that it was ok for her to leave her personal possession in the storage locker for a month. The Tenant submitted to a one-page list of personal items she claimed had been left in the storage locker into documentary evidence.

The Tenant testified that she had left the storage locker which contained her personal property unlocked, but that the door to the storage locker room, which contained several individual lockers, had been locked and that she trusted that no one from the building would go into her unlocked locker.

The Tenant testified that at the time of the verbal agreement she had not gotten the name or the contact information of the new renter, who agreed to allow her to leave her

personal possessions in the storage locker for the rental unit. The Tenant testified that she emailed and texted the Landlord several times to get the contact information for the new renter, so she could arrange to collect her personal belonging but that the Landlord did not provide the requested information. The Tenant submitted a three-page affidavit, eight pages of copies of text messages, 19 pages of copies of emails the Tenant sent to the Landlord into documentary evidence.

The Landlord testified that he had not given the Tenant permission to leave any personal property in the storage locker at the end of this tenancy and that he was not a party to any agreement that there may or may not have been between the Tenant and his new renters. The Landlord testified that he did clean out the storage locker in question on October 10, 2018, and that on that date he found the locker unlock and containing two empty boxes, a broken table and a broken mirror.

The Tenant testified that a neighbour of hers, who still lived in the building had let her into the building and the storage locker area on November 24, 2019, and she discovered that all of her possessions had been removed.

The Tenant is claiming for the replacement cost of her personal possession in the estimated amount of \$5,880.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

During the hearing, I heard contradictory testimony from both parties regarding whether or not the Tenant had left behind personal property at the end of her tenancy.

In cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

After careful review of the Tenant's documentary evidence, I find that the Tenant has not provided sufficient documentary evidence, to satisfy me, that the Tenant had left personal property in a storage locker at the end of this tenancy. I find there is an absence of physical evidence that would outweigh the contradictory verbal testimony of the parties, in this case.

Therefore, I find that the Tenant has not proven her claim for compensation under the *Act*, and I dismiss the Tenant's application.

Conclusion

I dismiss the Tenant's application, for compensation under the *Act*.

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 30, 2019

Residential Tenancy Branch