



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FRONT STREET REALTY and  
[tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

RPP, MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), for the return of personal property, and for a monetary order for monetary order for loss.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Preliminary matters

In this case the parties were at a dispute resolution hearing in October 2017, at that time the tenant received an order for return of personal property, which was picked up on October 27, 2017.

Since there was a previous order for return of personal property, I find it not necessary to consider this issue.

### Issue to be Decided

Is the tenant entitled to monetary compensation for losses?

### Background and Evidence

The tenancy began on November 1, 2013. The rent at the time the tenancy ended was \$952.00 per month payable on the first day of each month. The tenant paid a security deposit of \$462.50 at the start of the tenancy.

The tenant testified that on October 27, 2017, they attended to pick up their personal belongings from the landlord; however, it was only pictures. The tenant stated that they seek compensation in the amount of \$35,000.00 for other items not returned.

The tenant testified that they vacated the rental unit on May 1, 2017. The tenant testified that they allowed her friend to stay in the rental unit as they were looking for a place to live at the time. The tenant stated that they had left the majority of their items in the rental unit and only removed smaller items as they only had a truck at that time.

The tenant testified that they were at the rental unit on the May 2017, long weekend and their friend was stilling residing there. The tenant stated that their friend was going to enter into a new tenancy with the landlord; however, their friend did not and it was discovered that their friend had abandoned the rental unit in June of 2017.

The tenant testified that they did not go to the rental unit to determine what was left behind. However, their son went there and everything was there.

The landlord testified that on June 8, 2017, they discovered that the rental unit was abandoned by the tenant's friend. The landlord stated that the door to the premises was left open.

The landlord testified that they took photographs of the rental unit and the only things of value were couches and a table set. The landlord stated all the remaining items were determined to be garbage and disposed of.

The landlord testified that they retained the tenant's furniture for over 60 days. The landlord stated that they sold the furniture for a total of \$675.00. Filed in evidence are photographs of the items left in the rental unit.

### Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the tenant has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

In this case, the tenant allowed their friend to move into the premises, and left their personal items behind. The tenant's friend left the premise in June of 2017, without securing the premises or notifying the tenant.

The tenant did not attend the rental unit at that time to determine what belongings were there. While the tenant indicated their son went there; however, I am not satisfied that the tenant's son did an inspection of personal belongings at that time.

While the tenant has filed a letter from their son as evidence of items they had owned, I find without testimony on this issue, I cannot determine if their son saw these items after the tenant's friend vacated. The tenant's son did not attend the hearing to provide evidence.

Based on the photographs filed in evidence, by the landlord when they discover the rental unit had been abandoned. It appears there was only furniture items and garbage left. I find it more likely than not that the tenant's friend took the tenant's belongings or alternatively were stolen when the premise was left unsecure.

The tenant cannot hold the landlord responsible for their belongings, when they leave their belongings with another person to care for and when the property was left unsecure.

I accept the landlord's evidence that the only property of value was the two couches and the table set, which were sold after the landlord has stored them for over 60 days. The balance of the items appears to have no value as shown in the photographs.

Based on the above, I find the tenant has failed to prove a violation of the Act by the landlord. I dismiss the tenant's application without leave to reapply.

Conclusion

The tenant's application 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: May 10, 2019

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Residential Tenancy Branch