



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, RPP, MND, MNR, OPB, OPC, OPR

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenant's application is a request for a monetary order and a request for an order for the return of personal property. The tenant is also requesting recovery of his filing fee.

The landlord's application is a request for an Order of Possession and a request for a monetary order. The landlord is also requesting recovery of her filing fee.

Tenant's application

Background and Evidence

The tenant testified that:

- In a previous hearing the landlord was ordered to give him access to recover his belongings however when he went to recover his belongings he is found some items are missing.
- He is therefore asking for the return of those items or for compensation for the replacement cost of those items as follows:

Set of orange screwdrivers/Fuller	\$24.95
Propane missing from propane tank	\$25.00
Gas missing from gas cans	\$45.00
One fly rod/real/line	\$280.00
Ripped set of hip waders	\$68.00
Two adjustable wrenches	\$37.00
Lifejacket	\$42.50
Stan Lee level 4 foot	\$38.00
Broken campaign cooler/hinges	\$43.00
Total	\$603.45

The landlord testified that:

- The landlord has not removed or used any of the items claimed by the tenant.
- The landlord granted the tenant access to remove his items and the tenant removed a number of items however some items are still in the garage.
- There have been numerous occasions when the landlord has found that the garage has been left unlocked by the tenant and therefore the landlord has relocked the garage.
- If the tenant's items are missing they could have been taken by anybody.

- The tenant also stored a camper on the property and it too has been broken into and perhaps some of the tenant's items went missing from the camper.

-

Analysis

It is my decision that the tenant has not met the burden of proving that the landlord is responsible for any of his missing items.

First of all I am not convinced that the tenant always left the garage locked and secured and therefore some of these items may have gone missing when the garage was left unlocked.

Secondly although the tenant claims that the landlord used his gas and propane he has provided no evidence in support that claim.

Therefore it is my decision that I will not allow any of the tenants claim.

landlords application

Background and Evidence

The landlord testified that:

- The tenant was served with a one month Notice to End Tenancy by personal service on June 3, 2011.
- The tenant has filed no dispute of the one months notice and therefore they are requesting an Order of Possession.
- It is also her belief that the tenant cause damage to the irrigation system at the rental property and therefore she is requesting compensation for the cost of repairing the irrigation system in the amount of \$1245.00.

- She did not witness the tenants causing any damage, however the tenant had threatened to cause damage and so she assumes that he did.
- The tenant also agreed to pay a portion of the cable/Internet however he is failed to pay his full portion, and still owes \$130.90.
- Since the tenant was not paying his portion of the cable/Internet, she had the cable/Internet cables removed from the tenants rental unit.

The tenant testified that:

- He did not cause any damage to the irrigation system.
- He does not owe any money for cable/Internet as he has paid the portion he agreed to pay before the landlord removed the cable/Internet.

Analysis

It is my finding that the landlord has not met the burden of proving that the tenant damage the irrigation system at the rental property. The landlord testified that she did not witness the tenant causing any damage however had just assumed it was caused by him however it is my decision that that is not sufficient evidence to prove that the tenant caused the damage claimed by the landlord.

It is also my decision that the landlord has not met the burden of proving that the tenant is liable for any further cable/Internet charges. It's obvious from the testimony of both the landlord and the tenant that there were disputes over the cable/Internet, however it is not clear as to when the tenant no longer became a liable for cable/Internet charges and therefore I will not issue an order for the tenant to pay any further charges.

Conclusion

Tenant's application

The tenant's application is dismissed in full without leave to reapply.

Landlord's application

I have issued an Order of Possession to the landlord for 1 p.m. on August 31, 2011 and I also ordered recovery landlords filing fee.

I dismiss the landlord's full monetary claim 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: August 25, 2011.

Residential Tenancy Branch