



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for money owed or compensation for damage or loss.

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant stated that he served the landlord with the Application for Dispute Resolution and Notice of Hearing by registered mail on May 16, 2014. The tenant stated that he confirmed that the landlord had received the registered mail.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

1. Does this dispute fall under the jurisdiction of the *Residential Tenancy Act* so that I have authority to resolve this dispute?
2. If so, has the applicant established an entitlement for an order of possession for the rental unit, monetary compensation and to recover the filing fee?

### Background and Evidence

The tenant submitted that this tenancy began in December 2011 and ended on June 1, 2012.

The tenant submitted further that when he vacated the rental unit, he and the landlord entered into a verbal agreement that the tenant could store some items of his personal property in the landlord's garage. Sometime in July 2013, the tenant learned that the personal property had been stolen, and the landlord had failed to inform him of the theft.

The tenant submitted further that the landlord was responsible for the safekeeping of the tenant's personal property, and that the landlord should have made him aware of the theft earlier.

The tenant's monetary claim is \$2875, for the value of the stolen personal property as the landlord failed to provide safekeeping.

### Analysis

Pursuant to section 2, the Act applies to tenancy agreements, rental units and other residential property. Also under the Act, a tenancy means a tenant's right to possession of a rental unit under a tenancy agreement.

In the case before me, I find that the tenancy had ended as of June 1, 2014, according to the tenant's statements. I therefore find that there was no tenancy after June 1, 2014, and that the landlord and tenant entered into a separate contract for storage of the tenant's personal property unrelated to a tenancy.

As there was tenancy, I therefore decline to find jurisdiction to resolve this dispute as I do not find the issue falls under the Act.

### Conclusion

I do not find the *Residential Tenancy Act* applies to this dispute and I have declined jurisdiction.

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: September 22, 2014

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Residential Tenancy Branch

