



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, OT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord comply with the Act and for other remedies under the Act, which was clarified at the hearing as the return of personal property.

Both parties appeared, gave affirmed 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

Issue to be Decided

Should the landlord be ordered to return the tenant's personal property?

Background and Evidence

The tenant testified that the tenancy started in July 2011. The tenant stated that they had the landlord's permission to sublet their rental unit as they were going to jail from November 1, 2018 to September 2019.

The tenant testified that they sublet the rental unit to their neighbour and allowed their roommate to stay to help pay the rent. Filed in evidence is a copy of the tenant's sublease agreement between the tenant, their neighbour, and the roommate.

The tenant testified that shortly after they went to jail the landlords informed them that they were not allowed to be on the property and as a result their roommate got rid of their belongings. The tenant stated it was the landlord's responsibility to protect their belongings.

The landlord testified that they were originally told that the tenant had gotten a job that would take them out of town, not that they were going to jail for an extended period.

The landlord testified that they did not give the tenant permission to sublet the rental unit and it was not discovered until after the tenant had left that there was a female living in the rental unit.

The landlord testified that they did not remove the tenant's belongings or dispose of them. The landlord stated that they were aware of a few items the female roommate said were the tenant's when she vacated the premise; however, they did not dispose of them and have no idea as to what happened to them. The landlord stated that they are not responsible for the tenant's belongings.

Analysis

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

In this case, even if I accept the tenant's version that they had permission to sublet, which I do not, as it must be in writing with the landlord, as required by the Act. The tenant was required to remove their belongings when they vacated the premises, which they did not.

The tenant cannot hold the landlord responsible for their missing personal items when the tenant gave them to their roommate to use. Whether the roommate disposed of the tenant's belongings, that is an issue between the tenant and the parties that signed the tenant's sublease agreement as they accepted responsibility when they signed the agreement; not the landlord.

Further, even if the tenant was informed by the landlord after they went to jail that they would not be allowed back on to the property, it was the person in the sublease agreement that was responsible to ensure your items were safe, not the landlord.

I find the tenant has failed to prove the landlord has violated the Act or that the landlords dispose of the tenant's personal property. Therefore, 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: November 26, 2019

Residential Tenancy Branch