



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC O FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for money owed to him by the landlord. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on November 21, 2008, the landlord did not participate in the conference call hearing.

Issue to be decided

Whether the tenant is entitled to a monetary order for the value of the oil remaining in the tank when he moved out of the rental unit?

Background and Evidence

The tenancy began on January 1, 2007 and ended on September 30, 2008. When the tenant moved in, the property manager instructed him to purchase the remaining heating oil from the previous tenant. The tenant then paid previous tenant an amount of \$541.80 based on a reading and a report by ABC Fuels. When the tenant moved out, he also asked ABC Fuels to do a reading. A report dated September 29, 2008 from ABC Fuels values the remaining oil in the tank to be \$1409.00. The tenant has sought recovery of this amount from the landlord. But the landlord refused and asked the tenant to remove the oil from the tank as he has no further need of it.

Analysis

The tenant said that when he moved in, he was instructed by the property manager to purchase the remaining oil from the previous tenant. In a submitted document, the landlord denied he had given such instructions and maintained that the tenant had purchased the remaining oil from the previous tenant on his own accord. To support his claim, the tenant submitted a cancelled check dated January 7, 2007, made payable to the previous tenant, for the amount of \$541.80. The previous tenant also testified and confirmed that the tenant did purchase the remaining oil from her for the said amount. The previous tenant added that when she moved out, she instructed ABC Oils to do a valuation of the remaining oil in the tank and the company subsequently arrived at the amount of \$541.80. Later, she gave this report to the property manager who then instructed the tenant to pay her this amount. Furthermore, she also purchased the remaining oil from the previous tenant when she moved into the rental unit in March of 2005.

The above testimony by the tenant and previous tenant indicates that at the commencement of the tenancy, there was an implied understanding between the landlord and tenant that a successive tenant would purchase the remaining oil in the tank from the previous tenant.

Conclusion

Based on the above, I find that the tenant is entitled to recovery of the value of the remaining oil in the tank when he moved out. The tenant submitted a report from ABC Oils dated September 29, 2008 stating that such a value is for the amount of \$1409.00. The tenant is also entitled to recovery of the filing fee of \$50.00.

I grant the tenant an order under section 67 for the balance due of \$1459.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 05, 2009
