



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes            MNDC, RPP, & FF

### Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

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

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$653.33. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee paid for this hearing.

### Background and Evidence

The applicant testified that:

- He agreed to vacate the rental unit on or before June 15, 2009 and in lieu of rent he agreed to allow the landlord to keep the security deposit of \$350.00.
- He moved out of the rental unit on June 2<sup>ND</sup> 2009 and informed the landlord that he had moved out; however he had left a few belongings behind and fully intended to return to retrieve those belongings.
- When he returned one or two days later to retrieve his belongings he found the locks had been changed and he no longer had access to the rental unit, and it appeared to him that somebody had moved into the rental unit.

The applicant is therefore requesting the following:

Return of 13 days rent	\$303.33
Return of the china cabinet	\$100.00
Return of a water fountain	\$50.00
Return of an IKEA lamp	\$20.00
Filing fee	\$50.00
Total	\$703.33

Applicant stated that he would prefer to have the items returned however failing that he would like to be paid the full \$703.33 requested.

The tenant's mother testified that although she was not present when the tenant moved out of the rental unit she was at the rental unit one to two days later and at that time saw three shelves in the rental unit.

The respondent testified that:

- The tenant had agreed that, in lieu of proper Notice to End Tenancy, he would forfeit the return of his full security deposit plus interest, and this agreement was put in writing.
- On June 2, 2009 the tenant informed her that he had moved out of the rental unit and therefore to ensure that the unit was secured she changed the locks on the rental unit.
- The rental unit was not re-rented and to date has still not been re-rented.
- The tenant had removed all his belongings by June 2, 2009 and there was nothing left behind.
- She did not find any shelves, any china cabinet, any water fountain, or an IKEA lamp in the rental unit and it is her belief that these items were disposed of or removed by the tenant.
- The only item that she has that was, at one time, the tenants is a shelving unit that the tenant told her he was going to throw in the dump and that she could have if she wanted. This item was given to her when the tenant moved in and she re-stained the item and continues to use it.



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## Analysis

It is my decision that the applicant is not met the burden of proving any of his claim against the landlord.

The tenant informed the landlord that he had vacated the unit on June 2, 2009 and it is my decision that it was reasonable for the landlord to therefore change the locks to secure the rental unit. There is no evidence to show that the rental unit was re-rented and therefore the claim for the return of rent is dismissed.

It is also my decision that there is insufficient evidence for the tenant to meet the burden of proving that he left any items behind when he vacated the rental unit. He claims there were six shelves, a china cabinet, a water fountain, and an IKEA lamp however his mother was only able to state that she saw three shelves and since the rental unit was locked and they did not have access to the unit I'm not convinced that his mother's recollection is accurate.

## Conclusion

This application is dismissed in full 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: July 13, 2009.

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Dispute Resolution Officer

(Note: this decision was produced with the use of voice recognition software)