

## **DECISION**

Dispute Codes      MNSD, RPP, FF, O

### Introduction

This hearing dealt with the tenant's applications pursuant to the *Residential Tenancy Act* (the *Act*) for:

- return of an additional portion of her security deposit pursuant to section 38;
- an order to return her personal property pursuant to sections 65 and 67; and
- recovery of her filing fee for this application pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant testified that she sent her application for dispute resolution to the landlord by way of a registered letter on June 14, 2010. The landlord confirmed that she received the tenant's application on June 14, 2010. I am satisfied that the tenant duly served her application for dispute resolution to the landlord pursuant to the *Act*.

At the outset of the hearing, the tenant clarified that her primary interest in this matter was to obtain an order to recover the washer and dryer that she left in the rental premises when she ended her tenancy at the end of May 2010. Alternatively, she asked for a monetary order to recover the value of her washer and dryer.

### Issues(s) to be Decided

Is the tenant entitled to the return of an additional portion of her security deposit? Is the tenant entitled to an order to recover her personal property? Is the tenant entitled to a monetary order from the landlord for the value of her personal property? Is the tenant entitled to the recovery of her filing fee?

### Background and Evidence

The tenant commenced leasing these premises on January 1, 2008. The tenant vacated the premises on May 31, 2010. The landlord testified that she held the tenant's \$400.00 security deposit from December 31, 2007 with interest until she refunded \$187.61 of that deposit on June 11, 2010. The landlord testified that she retained \$218.41 of the security deposit to recover expenses incurred resulting from the tenancy. The landlord submitted a number of receipts for cleaning and materials, as well as a copy of the move-in and move-out inspection report. She also entered into evidence statements regarding the condition of the rental premises when the tenant vacated.

The tenant testified that she left the premises in good condition when she vacated the unit. She said that the items noted by the landlord in the inspection report were not significant and objected to the landlord's claim that the premises needed additional cleaning and repair.

The tenant said that she believes the landlord should be responsible for her loss of her washer and dryer. She testified that she purchased these appliances in the spring of 2009 and that they were in very good condition. She said that she had arranged to sell her washer and dryer to one of her friends for \$100.00. However, shortly before she vacated the premises, the landlord told her that the tenant who was moving into her suite might be interested in purchasing the washer and dryer for this same amount. The tenant agreed to this proposal as she would not have to move the washer and dryer. The tenant testified that the landlord arranged to have the new tenant inspect the washer and dryer later that day. The tenant claims that she never met the new tenant, but relied solely on the landlord's assurances that the new tenant was interested in purchasing these appliances, that the new tenant was reliable, and that the new tenant had the resources to purchase her washer and dryer.

The tenant said that she only agreed to leave the washer and dryer on the premises because of the landlord's assurances. The tenant testified that her attempts to obtain payment from the new tenant or to retrieve the washer and dryer after she moved out have been unsuccessful. She asked for authorization to recover her washer and dryer

or for a monetary order from the landlord to compensate her for her loss of these appliances.

The landlord testified that she mentioned that the new tenant might be interested in the appliances when the tenant told her that her sale of the appliances to her friend was not going to happen. The landlord testified that her involvement in this matter was limited to connecting the seller of the appliances with a potential purchaser, the new tenant.

The landlord testified that the new tenant provided the landlord with a written statement that she had paid the tenant \$100 in cash for the washer and dryer. The landlord entered this document into evidence.

The landlord maintained that she could not let the tenant access her former rental premises to retrieve the appliances. She asserted that this was a private matter between the tenant and the new tenant and that any remedy the tenant might have would be against the new tenant through Small Claims Court. She said that this is a civil dispute between a vendor and a purchaser of personal property.

### Analysis

I dismiss the tenant's application for return of additional funds from her security deposit. The tenant has failed to provide sufficient evidence to call into question the condition of the rental premises when she left the unit. She did not provide evidence to challenge the accuracy of the landlord's summary of the expenses incurred to restore the rental premises to their previous condition.

The evidence presented indicates that the landlord has reasonable grounds to consider this a private civil dispute between the vendor and purchaser of the tenant's private property. I accept that the landlord's involvement in this matter was limited and the landlord has a letter from the new tenant claiming that the tenant has been paid for the appliances. Any remedy that the tenant may have would be with the person in

possession of the appliances and would need to be taken through the court system. For these reasons, I dismiss the tenant's application for retrieval of her personal property and her request for a monetary order from the landlord to compensate her for her loss of this property.

Since the tenant's application has been unsuccessful, I do not authorize her to recover her filing fee for this application.

### Conclusion

I dismiss the tenant's application for recovery of an additional portion of her security deposit. I dismiss the tenant's application for retrieval of her personal property and for a monetary order for compensation for her loss of personal property. I dismiss the tenant's application for recovery of her filing fee.

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*.