

## **DECISION**

Dispute Codes      MT, CNC, MNDC, MNSD, RPP, LRE, OPT, AAT, LAT

### Introduction

This is an application by the Tenant for more time to make an application to cancel a notice to end tenancy, cancel a notice to end tenancy for cause, a monetary order for compensation for damage or loss, return of all of the security deposit, return of the Tenant's personal property, suspend or set conditions on the Landlord's right to enter the rental unit, obtain an order of possession, allow access to the unit for the Tenant and authorize a Tenant to change the locks to the rental unit.

Both parties attended by conference call and gave affirmed testimony. The Tenant has stated that he has vacated the rental unit on October 1, 2010. The Tenant states that he is now only seeking a monetary order for compensation, return of the security deposit and the return of personal property.

### Issues(s) to be Decided

Has the Tenant shown that he is entitled to compensation for damage or loss under the Act?

Is the Tenant entitled to the return of the security deposit?

Has the Tenant shown that the Landlord has held the personal property of the Tenant's without permission?

### Background and Evidence

This Tenancy began approximately 3 years ago, both parties state that there is a Tenancy agreement, but none has been filed. Both parties agree that the monthly rent was for \$550.00 payable on or before the 1<sup>st</sup> of each month and that there was a security deposit of \$275.00 paid at the beginning of tenancy. The Tenant returned to the rental unit on or about the 13<sup>th</sup> of September 2010 to find that the Landlord had cleared out the Tenants personal possessions from the rental unit into a laundry room

on the site. The Tenant states that the personal property being sought is a basket weave chair, a special piece of petrified wood and a piece of bark approximately 2 ½ feet by 3 feet carving of fish. The basket weave chair was left outside in the backyard unattended by the Tenant. No other information was provided by either party as to the possession of the two pieces of wood. No written forwarding address has been provided to the Landlord as of the date of this hearing. The Tenant has voluntarily vacated the rental unit as of October 1, 2010 and the Landlord has returned the \$550.00 rent for October 2010.

### Analysis

The Tenant states in their application that a monetary order of \$5000.00 is being sought. No evidence, documented or verbal has been submitted to establish value on the compensation being sought. The Tenant has not established that the Landlord was negligent or had possession of the personal property of the Tenant. The Tenant's application for compensation has failed for both compensation and for the return of personal property. By the Tenant's own admission, he has yet to provide a written forwarding address to the Landlord. As such, the Tenant's application for return of the security deposit is dismissed as it is premature. Section 39 of the Residential Tenancy Act provides that the Tenant must provide in written form a forwarding address to the Landlord.

### Conclusion

The Tenant has failed in all three aspects of their application. I dismiss the Tenant's claim 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*.