

## **DECISION**

Dispute Codes      MNDC, RPP, FF

### Introduction

This is an application by the Tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and for the return of the Tenant's personal property and recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

It was learned at the beginning of the hearing that both parties filed their evidence packages late with the Residential Tenancy Branch. The Tenant has failed to properly serve the Landlord and the Landlord has not served the Tenant with their respective evidence packages. As such, I have found that a bias has occurred and I cannot give any weight to either parties submitted evidence. The hearing proceeded on both parties direct oral evidence.

### Issues(s) to be Decided

Is the Tenant entitled to a monetary order?

Is the Tenant entitled to the return of his personal property?

### Background and Evidence

The Tenant states that he had to pay a friend to live in their home. The Tenant has acknowledged that he has 2 months of rent arrears owed to the Landlord.

The Landlord has stated that the Tenant has not paid rent since August 2010 and that he was not seen at the rental unit for the months September and October 2010. The Landlord has served a 10 day notice to end tenancy for unpaid rent in September and October with no response from the Tenant. In November the Landlord determined that the Tenant abandoned the Tenancy and placed all of the Tenant's personal property in secured storage. The Landlord states that the Tenant has left a motorcycle in the

driveway of the rental unit and is still sitting there unclaimed. The Landlord states that the Tenant's personal property is available to him if he pays the storage fees.

### Analysis

Based upon the undisputed testimony of the Landlord, I find that the Tenant has failed in his claim. The Tenant did abandon the rental unit along with his personal property. The Tenant's application is dismissed. The Landlord has stipulated that all of the Tenant's personal property is available to him to retrieve subject to him paying the storage fees. The Landlord has complied with section 25 of the RTB Regulations. The Landlord is seeking compensation under section 26 (a) of the Regulations. If a tenant claims his or her personal property at any time before it is disposed of under section 25 or 29, the landlord may, before returning the property, require the tenant to (a) reimburse the landlord for his or her reasonable costs of (i) removing and storing the property, and subsection (2) If a tenant makes a claim under subsection (1), but does not pay the landlord the amount owed, the landlord may dispose of the property as provided by the Part.

### Conclusion

The Tenant's application is dismissed.

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: December 09, 2010.

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Dispute Resolution Officer