



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC RPP FF

Introduction

This hearing dealt with an application by the tenant for an order that the landlord return the tenant's personal property or monetary compensation for the property and an order that the landlord comply with the Act, regulation or tenancy agreement. The tenant, the landlord and a witness for the landlord participated in the teleconference hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?
Should the landlord be ordered to comply with the Act, regulation or tenancy agreement?

Background and Evidence

The tenant rents a cottage on a shared property with a house containing other rental units. The tenant's application stems from an incident that occurred on June 24, 2011. The tenant had two bicycles locked to a drainage pipe on the rental property, and on June 24, 2011, the landlord removed both bicycles and took them to the dump.

The evidence of the tenant was as follows.

On June 24, 2011, the tenant heard noise outside the house, and thought that the landlord was moving furniture from inside the house. He later discovered that the landlord had removed two bicycles that the tenant had locked to a drainage pipe in the back yard.

The tenant stated that he had not received any notice from the landlord to move his bicycles. The bikes had been chained to the pipe for a year. Both bikes were in working

condition at the time the landlord removed them. One was an electric bike that was purchased new in October 2008 for \$420. The other was purchased new on May 25, 2009 for \$110 plus tax. The tenant has claimed \$530 for replacement cost of the bikes. The landlord's response was as follows.

On May 15, 2011, the landlord gave the tenant a written notice, which she placed in his mailbox, giving the tenant one month to remove his bicycles or the landlord would dump them. The tenant did not respond to the notice. On June 24, 2011, the landlord had arranged to remove garbage from the rental property. The tenant's bicycles were both locked to the drainage pipe, and were pushing down on the pipe and damaging it. The landlord removed the bikes and took them to the dump. The landlord stated that the bikes were "a piece of garbage," and the landlord's witness testified that the bikes were rusty and missing parts.

Analysis

Upon consideration of the evidence, I find as follows.

The landlord did not provide sufficient evidence to establish that she properly served the tenant with the note to remove the bicycles. Moreover, even if the tenant did receive the note, the landlord had no authority to dispose of the tenant's property simply because she informed the tenant that she would do so. I find that the tenant suffered a loss as a result of the landlord's disposal of the bicycles, and he is therefore entitled to monetary compensation.

I do not find that the tenant is entitled to the full value of the bicycles when they were new. The tenant's evidence was that he had locked the bicycles to the drainage pipe for a year, and I therefore find it likely that the bicycles were not in pristine condition. The tenant did not provide evidence of what the used value of the bicycles would be. I find that reasonable compensation for the bicycles is \$50 for the electric bicycle and \$25 for the second bicycle.

I find that the tenant did not provide sufficient evidence of which section of the Act, regulation or tenancy agreement was breached by the landlord. I therefore dismiss the portion of the tenant's application regarding an order that the landlord comply with the Act, regulation or tenancy agreement.

As the tenant's application was partly successful, I find that he is entitled to partial recovery of his filing fee, in the amount of \$25.

Conclusion

The tenant is entitled to total compensation of \$100. The tenant may deduct this amount from his next month's rent.

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: September 22, 2011.

Residential Tenancy Branch