



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNR, MNSD, O

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

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

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$2500.00 and a request for recovery of the \$50.00 filing fee.

At the hearing the applicants provided a revised amount of \$7,925.00, however they have not amended their application and therefore I informed them that they could either withdraw their claim in re-file for the higher amount, or continue with this claim and abandon anything over the \$2500.00 amount of the original claim.

The applicants chose to continue with the hearing and abandon any amounts over the original \$2500.00.

Therefore since the first three items claimed by the landlord totalled more than \$2500.00 I dealt with those portions of the claim first.

Background and Evidence

The applicants testified that:

- When the tenants moved out of the rental unit they left a significant amount of belongings behind which the landlords had to remove and store.
- The tenant had informed them that he would come back to pick up his belongings but he is never shown up.
- Because there was so much left behind they were unable to re-rent the unit for the month following the end of the tenancy and lost the full rental revenue for that month in the amount of \$1739.00.
- Since the tenants did not show up to pick up his belongings they moved his belongings into a garage and have them stored there and therefore they are asking for storage fees of \$500.00 for the time the belongings have been stored.
- On the tenancy agreement the tenant agreed to pay 66% of the utilities however he has failed to pay some of the outstanding utilities and therefore at this time he owes a total of \$440.22.

The tenant testified that:

- He did leave some belongings behind but he arranged to have them picked up by the Helping Hand Society.
- When he informed the landlord's son that the items were going to be picked up by the Helping Hand Society, the landlord's son told him not to bother having them picked up, he would just donate them to his community.
- He therefore did not pick up the remaining belongings.
- Further the landlord has provided photos showing items that did not belong to them but belong to another tenant and therefore he had no responsibility to remove those items.

- As far as the utilities are concerned he agreed to pay 60% of the utilities however when the utility bills are prorated to when they vacated, he believes they only owe \$345.00.

In response to the tenant's testimony the landlord testified that:

- The tenant never told them that his belongings were going to be picked up by the Helping Hand Society, he told them he would be coming to pick them up himself and just never showed up.
- They also never told the tenant to just leave his belongings and that they would donate them to their society.
- Further all the items in the photos supplied for today's hearing were left by the respondents not by any other tenants.
- Utility bills they have supplied were for utilities used by the respondent and they believe he is fully liable for 66% of the full amounts.

Analysis

When tenants vacate a rental unit it is the tenant's responsibility to ensure that all of their belongings are removed from the rental unit and property, and in this case it is my finding that the tenants failed to do so.

The tenants claim that the landlord's son had told them not to bother taking the items however the landlords deny that claim, and after viewing the photos I find it unlikely the landlords would have told the tenant to leave the items behind.

Further I accept the landlords claim that the items left behind were all items left by the respondent's and not by some other tenant.

Therefore I will allow the landlords claim for lost rental revenue and for storage costs as I accept the landlords claim that they were unable to re-rent the unit until they were able to remove the items into storage.

Amount allowed for lost rental revenue \$1739.00

Amount allowed for storage costs \$500.00

As far utilities are concerned the tenant has testified that he accepts that he owes at least \$345.00 in outstanding utilities and therefore I need make no further finding regarding utilities, because when the \$345.00 is added to the above amounts the amount comes to \$2584.00 which exceeds the \$2500.00 amount claimed.

Having allowed the full amount claimed by the landlords I also order recovery of the \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$2550.00 and I therefore order that the landlords may retain the full security deposit plus interest which totals \$776.57, and I have issued a monetary order in the amount of \$1773.43.

The landlord has abandoned the claim for any further damages resulting from this tenancy.

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: February 23, 2012.

Residential Tenancy Branch