



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O and FF

Introduction

This hearing was convened on the tenant's application of August 7, 2012 seeking monetary compensation for personal belonging claimed to have been disposed of by the landlord.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation for the property in question and, if so, in what amount?

Background and Evidence

This tenancy began approximately four years ago according to the tenant and the landlord stated that the tenancy was in place when she purchased the property in 2009. Rent is \$300 per month.

According to the tenant, he left the rental unit in September of 2011 to work in Prince George while the rental unit is in Clinton, some six hours drive away.

According to the landlord, the tenant sub-let the rental unit to another party without consent, and the applicant tenant had not paid rent since October 2011. The landlord wrote to the tenant on August 3, 2012 and gave the tenant notice to end the tenancy on September 3, 2012. The landlord has since learned that the notice needed to be served on the prescribed form and has done so. In addition, the landlord has posted a 10-day Notice to End Tenancy for unpaid rent for September 2012.

In his claim for monetary compensation for missing property, the tenant has submitted a list including 50 ornamental spoons, an antique door, wheel paper, 50 foot extension cord, a 32-foot wooden ladder, 20 pairs of 1940's licence plates and one gas powered weed trimmer, all of which he values at a total of \$800.

While the landlord did not provide copies to the tenant, she submitted into evidence photographs of the items in question and stated that they are currently in a shed on the rental property. She stated that she would appreciate the items being removed as soon as possible. The tenant said he had been to the rental unit, but had not seen the missing items, but that he would return as soon as he could and remove them.

The tenant also concurred that he had not paid the rent for September 2012 and that he had no further interest in the rental property.

Consent Agreement

1. The tenant agreed that he has no further interest in the rental property and that the landlord could be issued with an Order of Possession effective immediately to permit her to clean and secure the rental unit;
2. The tenant will attend the rental property to retrieve the listed items at his earliest opportunity;
3. The landlord made promise that she will keep the property stated in the tenant's claim in a secure place for a reasonable period and in compliance with the *Regulations* pertaining to abandoned goods;
4. The tenant is granted leave to reapply if the items listed in his application are not made available to him when he attends the rental unit within the prescribed time.

Conclusion

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 07, 2012.

Residential Tenancy Branch