



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the security deposit,. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a suite in a house. The tenancy began on April 1, 2011. The monthly rent was \$725.00 and the tenant paid a security deposit of \$362.50 on March 5, 2011. On October 6, 2012 the landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent. The tenant moved out of the rental unit pursuant to the Notice to End Tenancy on October 16th. The landlord requested a monetary award for the following amounts:

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|----------------------------------|----------|
| • October rent: | \$725.00 |
| • Balance of September late fee: | \$5.00 |
| • October late fee | \$25.00 |
| • Suite cleaning 3 hrs @ \$20 | \$60.00 |
| • Key replacement charge | \$10.00 |
| • Cost to move abandoned goods: | \$178.26 |
| • Storage charges November | \$174.72 |
| • Storage charges December | \$201.60 |

The landlord's representative testified that the rental unit was empty and reasonably clean at the end of the tenancy, but there was a quantity of goods, including furniture left in the car port that had an apparent value of more than \$500.00 and the landlord therefore had to move them into a storage facility. The landlord claimed the cost to

move and store the goods. The tenant testified that she moved all of her belongings from the rental unit and left nothing in the car port. The tenant said that the goods in storage did not belong to her. The landlord mentioned a name found on some documents in the car port; the tenant said the name was not known to her and was not a person with whom she was acquainted. . She said that the car port was not secure and someone may have abandoned the goods in the car port after she moved out. The tenant confirmed that she has no interest in the stored goods and the landlord is free to dispose of them.

Analysis and conclusion

I do not have photographs of the goods left in the car port or an itemized description of them. The landlord's representative was sceptical of the tenant's testimony that the goods were not hers, but the landlord has the burden of proving that the goods were the tenant's and that it was necessary to incur the moving and storage costs. I find that the landlord has not established on a balance of probabilities that the goods belonged to the tenant or that the tenant is liable or responsible for reimbursing the landlord for these expenditures. The tenant has acknowledged that she is responsible for all of the landlord's claims save for the moving and storage charges. I find that the landlord is entitled to a monetary award in the amount of \$825.00. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$875.00. I order that the landlord retain the security deposit of \$362.50 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$512.50. This order may be registered in the Small Claims Court and enforced as an order of that court.

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 08, 2013

Residential Tenancy Branch

