



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The tenant applies for a monetary award for the value of items removed from his suite and disposed of by the landlord.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities, that the tenant is entitled to any monetary award?

Background and Evidence

The rental unit is a one bedroom basement suite in the landlord's house. The tenancy started in July 2013. The monthly rent is \$750.00 due in advance on the first of each month. The landlord received and has not repaid the \$375.00 security deposit.

The tenant works up north and is away from the premises for two week stints. In late January 2014 he "texted" the landlord that he had to move back to Ontario due to his mother's health and was giving his notice to move. The text said he'd be home January 25th and deal with January and February rent. It said that the landlord could show the premises and if someone wanted to move in February 15th then they could adjust the rent..

The tenant apparently returned in late January and paid the January rent. According to the landlord, the tenant moved the large items out of the suite on February 2nd and went away again. He says the tenant offered to the landlord his big screen television, in working order, and that after the landlord declined it, the tenant left it out in front of the neighbour's property in hope that someone would want it and take it.

On February 15th the landlord entered the suite to show it to a prospective tenant. His evidence was that it was a complete mess, with clothes and beer bottles strewn about the floor. He bagged the clothing and took it to the Salvation Army. He says he also removed a broken laptop computer and a “play station” computer gaming device along with various games for it and possibly some DVDs. He disposed of them either to the Salvation Army or to recycling.

The landlord says the tenant returned around February 22 asking where his belongings were.

The tenant appeared by agent. Ms. B.M. referred to a filed list of 23 missing items apparently compiled by the tenant, with dollar amounts for each.

Analysis

The text notice provided by the tenant was, in my view, a proper written notice. I was “written” in accordance with the *Electronic Transactions Act* of BC. By operation of the *Residential Tenancy Act* (the “Act”), s. 53, the effective date of the notice would have been the end of the next rental period; February 28, 2014. This is so whether the tenant paid the February rent on time or at all (but subject to the landlord attempting to end the tenancy earlier by giving a ten day Notice to End Tenancy for unpaid February rent).

On February 15th when the landlord entered in the company of a prospective tenant, I find that there was no reasonable basis upon which he could have concluded that the tenant had vacated and abandoned the premises. Indeed, a simple call or text to the tenant would likely have confirmed that the tenant had not. The landlord was wrong to re-enter, reclaim possession and remove the tenant’s belongings.

That having been said, the evidence submitted by the tenant, is in the form of a list of items including very general items with round dollar figures attached to each, like “shirts -\$800” and “towels-\$100.” The list is unsupported by any direct evidence from the tenant. His agent Ms. B.M. has no personal knowledge of what the tenant lost or the value of any item. The landlord conceded that he removed and disposes of certain of the technological items.

In these circumstances, though the landlord was wrong to re-enter and remove the tenant’s things, the tenant has not presented evidence upon which I can reasonably attribute any value to any of the items even had I been satisfied the landlord disposed of them. Although the tenant has been wronged, he has failed to prove loss.

The tenant has not claimed return of the security deposit in this application.

Conclusion

The application must be 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: June 18, 2014

Residential Tenancy Branch

