



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, RPP, MNDC

### Introduction

This is an application for an order for return of personal property and a request for a Monetary Order for \$1150.00. The applicant is also requesting recovery of his \$50.00 filing fee

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on July 5, 2014 the: however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

I therefore proceeded in the absence of the respondent.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the applicant entitled to a monetary order, and is applicant entitled to an order for return of personal property?

### Background and Evidence

The applicant testified that:

- He found a 10 day Notice to End Tenancy posted on his door on March 3, 2014.
- He intended to comply with that notice; however on March 14, 2014 he was thrown in the drunk tank and was not released until later the next day.

- When he went back to retrieve his belongings, he found that the landlord had removed his belongings and his vehicles and put them in storage.
- The landlord is requesting to be paid for storage and removal costs before he will release his belongings to him.
- He also believes that the landlord has sold one of his vehicles.
- He is therefore asking for an order for the landlord to return all his personal belongings and an order for \$1150.00 to cover the cost of the vehicle that was sold.

### Analysis

The tenant has admitted that he received the Notice to End Tenancy on March 3, 2014, and therefore this tenancy ended on March 13, 2014.

Section 24 of the Residential Tenancy Regulations states:

- 24** (1) A landlord may consider that a tenant has abandoned personal property if
- (a) the tenant leaves the personal property on residential property that he or she has vacated after the tenancy agreement has ended.

Therefore in this case since this tenancy technically ended on March 13, 2014 it was reasonable for the landlord to assume that the belongings still at the rental property had been abandoned.

Section 26 of the Residential Tenancy Regulations states:

- 26** (1) If a tenant claims his or her personal property at any time before it is disposed of under section 25 or 29 [*disposal of personal property*], the landlord may, before returning the property, require the tenant to
- (a) reimburse the landlord for his or her reasonable costs of
    - (i) removing and storing the property, and
    - (ii) a search required to comply with section 27 [*notice of disposition*], and
  - (b) satisfy any amounts payable by the tenant to the landlord under this Act or a tenancy agreement.

- (2) If a tenant makes a claim under subsection (1), but does not pay the landlord the amount owed, the landlord may dispose of the property as provided by this Part.

Therefore in this case the landlord does have the right to request is reasonable costs and any amounts payable by the tenant to the landlord under this Act or a tenancy agreement before releasing the tenants items to him. I therefore will not issue an order for the landlord to return the tenants items at this time.

Further, although the tenant states that the landlord has sold one of his vehicles, the tenant has provided no evidence in support of that claim and therefore I will not be issuing any Monetary Order.

### Conclusion

This application for the return of personal property, monetary compensation, and recovery of the filing fee is dismissed.

If the landlord fails to return the tenant's property after the tenant has paid the landlord's reasonable costs and any amounts payable by the tenant to the landlord under this Act or a tenancy agreement, the tenant may file for dispute resolution again.

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: August 27, 2014

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Residential Tenancy Branch

