



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kuipers Vineyard RV Park
and [tenant name sressed to protect privacy]

DECISION

Dispute Codes: RPP, FF

Introduction

This hearing was scheduled in response to the tenant's application for an order instructing the landlord to return his personal property / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which appears to have begun on January 01, 2014, when the tenant moved his "fifth wheel R. V." onto the landlord's R. V. Park. Monthly rent was \$500.00. The tenant claims he paid rent in full for the 5 month period from January 01 to June 01, 2014, when he vacated the R. V. Park after the parties got into a physical altercation.

After what he calls a "cooling off period," the tenant returned to the R. V. Park around mid June 2014. After being unable to find all of his personal property, he determined that the landlord had removed it and put it in storage. The tenant claims that missing items include, but are not limited to, a portable gas welder, miscellaneous tools and a chain saw. While the tenant testified that he submitted a list in evidence of all personal property which he considers the landlord still possesses, such a list is not before me.

As for the landlord, he testified that he does not have a list of the disputed property, and in his written submission he states, in part, as follows:

If [the tenant] believes that I have anything of his, he is mistaken. However, if [the tenant] pays me in full for what he owes and gives me a detailed list of what he thinks I have I will absolutely check, and I will return anything I find to him.

Included in the landlord's letter is an itemized list related to compensation he considers is owed to him by the tenant. In summary, the landlord seeks compensation in the total amount of \$2,227.81 in regard to a trailer, glasses, power and rent. Presently, the landlord has not filed an application for dispute resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Part 5 of the Regulation broadly addresses **Abandonment of Personal Property** (sections 24 to 31). Section 24 of the Regulation specifically addresses **Abandonment of personal property**, and provides as follows:

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, or

(b) subject to subsection (2), the tenant leaves the personal property on residential property

(i) that, for a continuous period of one month, the tenant has not ordinarily occupied and for which he or she has not paid rent, or

(ii) from which the tenant has removed substantially all of his or her personal property.

(2) The landlord is entitled to consider the circumstances described in paragraph (1)(b) as abandonment only if

(a) the landlord receives an express oral or written notice of the tenant's intention not to return to the residential property, or

(b) the circumstances surrounding the giving up of the rental unit are such that the tenant could not reasonably be expected to return to the residential property.

(3) If personal property is abandoned as described in subsections (1) and (2), the landlord may remove the personal property from the residential property, and on removal must deal with it in accordance with this Part.

(4) Subsection (3) does not apply if a landlord and tenant have made an express agreement to the contrary respecting the storage of personal property.

Based on the documentary evidence and the conflicting / ambiguous testimony, I am unable to conclusively find that the landlord has removed and stored any of the tenant's personal property. However, I am also unable to conclude that the landlord has established entitlement to consider that any of the tenant's personal property which the landlord may have in his possession was abandoned. Accordingly, in the event the tenant considers that the landlord has improperly removed and stored any of his personal property, he has the option of pursuing the matter with Police.

Conclusion

The tenant's application is hereby 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: September 03, 2014

Residential Tenancy Branch

