



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE

Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 70 of the *Residential Tenancy Act* (the “Act”) for an Order for the return of the Tenant’s property.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the Tenant entitled to return of her property?

Background and Evidence

The Tenant states that the tenancy started in June 2014. The Landlord states that the tenancy started in a different unit in 1987 and that the Tenant was in the current unit since October 1, 2009. The Tenant states that she moved out of the unit on June 13, 2014 and that she returned on June 14, 2014 to remove some belongings. The Tenant states that she cannot recall the items that were removed and those that remained in the unit. The Tenant states that items left behind were containers with “valuable stuff” but could not recall the contents of the containers. The Tenant states that she signed a property release form dated July 11, 2014 but that she was confused and states that the form was “shoved in her face”. It is noted that the document provides the Landlord with consent to “remove and immediately dispose of all property.” The Tenant states that

she was aware that the form gave the Landlord consent to “get rid of her stuff”. The Tenant states that she also felt great that the Landlord informed her that they would pay for the removal and disposal of the items. The Tenant states that she signed the form under duress and that the Landlord had told her she could remove her property but that this did not happen. The Tenant claims return of her personal property and if no property is available then the Tenant seeks leave to reapply for compensation.

The Landlord states that the Tenant was not pressured into signing the document and that prior to signing the document the Landlord has four conversations with the Tenant about the removal of the property. The Landlord states that the document was explained to the Tenant and she said that she understood what she was signing. The Landlord states that they made every effort during the tenancy to assist the Tenant with a hoarding issue that included the assistance of health services but that the Tenant refused to cooperate and further did not cooperate with treatment procedures when bed bugs were discovered in the unit. The Landlord states that the bugs also infected nearby units. The Landlord states that the Tenant did remove large furniture items and a TV before signing the document. The Landlord states that the remainder of items were garbage bags that were covered with rot, infected, unsanitary and required disposal. The Landlord states that the Tenant never asked for more time to remove the articles and gave the Landlord explicit signed consent to dispose of the articles. The Landlord states that the Tenant was told that the items would be disposed and the unit cleaned at no cost to the Tenant.

Analysis

Section 24 of the Regulations provides that a landlord may consider items abandoned property if the landlord receives an express oral or written notice of the tenant's intention not to return to the residential property, or 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. This section further provides that a landlord may remove and must store abandoned property unless the landlord and tenant have made an express agreement to the contrary respecting the storage of personal property. Although the

Tenant argues that she signed the agreement for the disposal of her property under duress, there is no evidence to support this argument, the Tenant was aware of the contents and purpose of the agreement and the Tenant was happy that the Landlord would dispose of the items at no cost to the Tenant. As the tenancy was over for some time before the Tenant signed an express agreement for the Landlord to dispose of the articles, I find that the Tenant has not substantiated that the Landlord wrongfully disposed of the property. I find that the Tenant is therefore not entitled to return of the property and I dismiss the Tenant's application.

Conclusion

The Tenant's application is 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: November 05, 2014

Residential Tenancy Branch

