



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy. By the time of hearing the tenant had vacated the premises and so the landlord withdrew that portion of her application.

The landlord also seeks a monetary award for unpaid January and February 2015 rent and for the value of a table removed by the tenant. At hearing the landlord withdrew her claim for February rent.

By consent the landlord added a claim for unpaid cable bills totalling \$67.00.

The tenant wished to raise a claim alleging restriction of the laundry service in the home while he was there. The landlord engaged him on this subject and so I will rule on it as well.

The tenant acknowledges owing the \$650.00 January rent and the \$67.00 cable bill but disputes owing for the table.

Issue(s) to be Decided

Does the tenant owe the landlord for the value of a table included in the rental unit but removed by him and not returned?

Background and Evidence

The rental unit is a one bedroom basement suite. The tenancy started in July 2013. The tenant vacated on January 31, 2015. The monthly rent was \$650.00. The landlord holds a \$325.00 security deposit.

The landlord says the suite came with a dining room table and chairs that she had purchased for \$1600.00 about eight years ago. A few months after the start of the tenancy she noticed it was missing. The tenant told her he'd return it but he didn't.

The tenant says he wanted to get rid of the table and called the landlord about it but there was no response so he thought he could give it away, which he did.

The tenant says he used to have access to the laundry facility located in the landlord's garage, two days per week, then it was restricted to one day per week and then once per month. He calculates that it cost him about \$40.00 per Laundromat trip, including travel and he seeks \$160.00 per month for this loss.

The landlord says she did not restrict laundry use and that the tenant never raised it with her.

Analysis

The landlord is entitled to a monetary award of \$650.00 for January rent and \$67.00 for the cable bill.

Regarding the table, silence is not consent. The tenant may have wished to give the table away but I find that he did not have permission. The landlord is entitled to recovery the value of the table, which I find on the undisputed evidence, to be \$250.00.

Regarding the laundry, the evidence is equally divided between the testimony of the landlord and tenant. The burden of proof lies with the claimant; the tenant insofar as the laundry service is concerned, and he has not satisfied that burden with evidence. I dismiss the tenant's claim for loss or restriction of laundry service.

Conclusion

The landlord is entitled to a monetary award totalling \$867.00 plus the \$50.00 filing fee. I authorize the landlord to retain the \$325.00 security deposit in reduction of the award. There will be a monetary order against the tenant for the remainder of \$592.00.

This decision was rendered orally after hearing. I neglected to deal with the tenant's laundry claim in my oral decision and I apologize for any inconvenience that may have caused either party.

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 03, 2015

Residential Tenancy Branch

