



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for compensation for removal of abandoned property. The tenant did not appear at the hearing. The landlord orally provided a registered mail tracking number as proof of service and testified that the hearing package had been sent to the tenant at her forwarding address on October 17, 2014. A search of the tracking number showed that the hearing package was picked up by the tenant's adult son. I accepted that the tenant was served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

On a procedural note, the landlord had named a second tenant in filing this Application; however, upon review of the tenancy agreement I found that the second named respondent was not named as a tenant on the tenancy agreement and had not signed the tenancy agreement. Therefore, I found the second named respondent did not have privity of contract and I amended the Application to exclude that person as a named party to this dispute.

Issue(s) to be Decided

Has the landlord established an entitlement to compensation for the amount claimed?

Background and Evidence

The tenancy commenced September 1, 2006 and ended September 30, 2013. A security deposit was not collected. At the end of the tenancy the tenant left a considerable amount of abandoned possessions in the rental unit. The landlord paid \$1,069.34 to remove the abandoned possessions from the rental unit. The landlord requested the tenant reimburse the landlord for this expense by way of a letter sent to the tenant in May 2014 and the landlord did receive five payments of \$30.00; however, payments stopped after October 2014 and now the landlord seeks to recover the balance owing by way of a Monetary Order.

The landlord had also submitted that the rental unit was also left in need of repairs and cleaning but that the landlord is not pursuing the tenant for those losses.

It was noted that the balance owed by the tenant after applying the five payments is actually \$919.34 yet the landlord had requested compensation of \$904.34 in filing the Application. The

landlord accepted that the award will be limited to the lesser amount of \$904.34 as indicated on the Application.

Documentary evidence provided by the landlord included copies of: the tenancy agreement; condition inspection reports; correspondence addressed to the tenant on May 13, 2014; a ledger showing the charge for hauling and partial payments; a receipt for the hauling; and, several photographs of the rental unit at the end of the tenancy.

Analysis

Under the Act, when a tenancy ends the tenant is required to return a vacant rental unit to the landlord that is undamaged and reasonably clean. Where a tenant violates these requirements the landlord may request compensation from the tenant for the landlord's losses that resulted from the tenant's violation.

Based upon the landlord's photographs and other undisputed evidence, I accept that the rental unit was left with a significant amount of abandoned possessions at the end of the tenancy and I find the landlord has established an entitlement to recover the cost of removing the possessions in the amount of \$1,069.34 from the tenant. Taking into consideration the tenant has paid \$150.00 toward the landlord's loss, I find the tenant still owes the landlord \$919.34; however, I limit the landlord's award to the \$904.34 as requested on the landlord's Application.

I further award the landlord recovery of the \$50.00 filing fee paid for this Application since the tenant stopped making payments to the landlord.

In light of the above, I provide the landlord with a Monetary Order in the total amount of \$954.34 [calculated as \$904.34 + \$50.00] to serve upon the tenant and enforce as necessary.

Conclusion

The landlord has been provided a Monetary Order in the amount of \$954.34 to serve and enforce.

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: May 06, 2015

Residential Tenancy Branch

