



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDC

### Introduction

On February 11, 2015 the Tenant filed an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss.

The Tenant stated that he personally served the Landlord with the Application for Dispute Resolution, the Notice of Hearing, and one page of evidence he submitted to the Residential Tenancy Branch with the Application for Dispute Resolution. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

The Landlord submitted five pages of evidence to the Residential Tenancy Branch on August 20, 2015. The Landlord stated that he has not served this document to the Tenant as he cannot read the service address on the Tenant's Application for Dispute Resolution.

The hearing on August 20, 2015 was adjourned for reasons outlined in my interim decision of August 20, 2015.

The Landlord was directed to serve the Tenant with his five pages of evidence when the parties meet on August 20, 2015 for the purposes of viewing the Tenant's property which is being stored by the Landlord. I directed the Landlord to serve this evidence to the Tenant even though it was not previously served in accordance with the Residential Tenancy Branch Rules of Procedure as the document will improve the efficiency of these proceedings.

The Landlord attended the reconvened hearing at 1:00 p.m. on November 04, 2015 but by the time the teleconference was terminated at 1:11 p.m. the Tenant had not appeared.

Preliminary Matter

With the consent of both parties the Application for Dispute Resolution was amended to reflect the correct spelling of the Landlord's name, as it was provided at the hearing.

Issue(s) to be Decided

Is the Tenant entitled to compensation for property the Landlord removed from the rental unit?

Background and Evidence Presented on August 20, 2015

The Landlord and the Tenant agree that this was a long term tenancy and that during the latter part of the tenancy the Tenant was required to pay monthly rent of \$800.00.

The Tenant stated that on January 01, 2015 he left the rental unit for a period of two weeks and he advised the Landlord that he would be visiting his brother. He stated that he telephoned the Landlord on, or about, January 15, 2015 for the purpose of paying him the outstanding rent from January of 2015, at which time the Landlord informed him that he had removed all of his property from the rental unit.

The Tenant stated that his rent for December had been paid in full for 2014 and that \$400.00 of his rent for January of 2015 had been paid by the Provincial Government.

The Landlord stated that he has never been granted an Order of Possession for the rental unit. He stated that on February 15, 2015 he determined the rental unit had been abandoned so he removed all of the Tenant's property from the rental unit. He stated that he concluded the rental unit had been abandoned because:

- the Tenant left the rental unit on January 01, 2015;
- the Tenant informed him he was moving to another province to work with his brother;
- the Tenant only paid \$200.00 in rent for December of 2014; and
- the Tenant paid no rent for any portion of 2015.

The Landlord and the Tenant agree that the Landlord served the Tenant with a Ten Day Notice to End Tenancy in early December. The Tenant stated that after the Notice to End Tenancy was served he paid the outstanding rent in cash, although he does not recall the precise date of the payment. The Landlord stated that after the Notice to End Tenancy was served the Tenant promised he would pay the outstanding rent for December but a payment was never made.

The Landlord and the Tenant agree that most of the Tenant's personal possessions, with the exception of some clothing were left in the rental unit in January of 2015.

The Landlord stated that he had a telephone number for the Tenant; that he attempted to contact the Tenant after January 01, 2015 “maybe once or twice”; and that he was unable to contact him by telephone. He stated that he never advised the Tenant that he had moved his property out of the rental unit because he never spoke with him after January 01, 2015.

The Witness for the Tenant stated that sometime in January of 2015 she noticed that some personal property had been removed from the balcony of the rental unit. She stated that when the Tenant returned from holidays in the middle of January of 2015 she advised him that the Landlord had emptied his rental unit.

#### Background and Evidence Presented on November 04, 2015

The Landlord stated that he believes the parties have settled the issues in dispute at these proceedings.

#### Analysis

On the basis of the testimony the Landlord provided on November 04, 2015 and the fact the Tenant did not attend the hearing on November 04, 2015, I find that the Tenant has abandoned this Application for Dispute Resolution.

#### Conclusion

As the Tenant appears to have abandoned this Application for Dispute Resolution, I dismiss the Application without leave to reapply.

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 04, 2015

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Residential Tenancy Branch

