



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, RPP

Introduction

This hearing dealt with the Tenant's claims under the *Residential Tenancy Act* (the "Act"), requesting a monetary order, the return of the security deposit, and the return of the Tenant's personal property.

Both parties appeared at the hearing. The Landlords were represented by legal counsel. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties agreed they had received each other's evidence, although the Landlords had not been given a copy of a USB stick from the Tenant. After discussing the photos, it appeared the Landlords had obtained the printed copies of the photos on the stick from the Tenant and those same printed photographs were in evidence before me. The Tenant confirmed that the printed photos he submitted to the branch and the Landlord were all of the photos on the USB stick.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issues

The parties had been involved in one prior dispute resolution hearing, in which the Landlords obtained an order of possession and a monetary order for unpaid rent on August 21, 2015. The Tenant did not attend the hearing, despite having made his own Application to be heard at the same time. The Tenant was unsuccessful on his application for review consideration, the Act's form of appeal. The entire security deposit was dealt with in this previous hearing offsetting a portion of the rent owed.

Therefore, as the disposition of the security deposit has been conclusively determined in a previous hearing, I dismiss the Tenant's claim for return of the deposit without leave to reapply.

The files numbers for the previous hearing are reproduced on the cover page of this decision for ease of reference.

The Landlords had disposed of all of the Tenant's personal property, except a vacuum cleaner which the female Landlord had observed the Tenant had purchased for \$5.00. The Landlords offered to return the vacuum to the Tenant, but he did not accept it. Therefore, as the bulk of the Tenant's personal property has been dealt with I dismiss the portion of the Tenant's claim requesting the return of his personal property without leave to reapply.

Issue(s) to be Decided

Have the Landlords breached the Act?

If the Landlords have breached the Act, is the Tenant entitled to monetary compensation?

Background and Evidence

This tenancy began in or around November of 2014. The decision from the previous hearing between the parties explains there was a written tenancy agreement; however, no copy of this was before me in evidence.

The Tenant provided a significant amount of testimony regarding an incident that occurred at the rental unit property on August 27, 2015, the day the male Landlord served the Tenant with the order of possession and monetary order. Throughout the course of the hearing the Tenant made varying allegations that the male Landlord had struck him or ran him over with a truck on August 27th.

The Tenant alleged that the Landlord showed up in his pick-up truck and threw the papers on the ground in front of him. The Tenant testified that he then followed the Landlord back to the driver's door of the truck to discuss the well water at the rental unit property. The Tenant alleges the Landlord poisoned the well water by throwing asbestos and shingles and other debris down into the well, and he wanted to confront

the Landlord about this. At various points in the hearing the Tenant also alleged the male Landlord had hit the Tenant's dogs.

The Tenant alleged that the Landlord had, "fired up his truck and did like bunny hops in reverse", and as the door of the truck was still open, the Tenant alleges it knocked him to the ground. The Tenant testified he saw the, "... large truck tire pass inches...", from his face. The Tenant alleges the Landlord was driving his large diesel truck very aggressively.

The Tenant testified he was in shock and was seriously injured so he could not gather his belongings and move these. The Tenant alleged that his injuries were major and he suffered greatly from these. He asked friends from Alberta to come down with a semi-trailer truck to help him move his belongings. He testified that a friend of his had thought the he had been run over.

The Tenant had supplied a letter from this friend in evidence. The letter states,

"Aug 27/15 4:10 pm [the male Landlord] appeared to give [the Tenant] some papers [the male Landlord] appeared very angry – they chatted briefly – [the male Landlord] started backing up with his truck door open which was hitting [the Tenant] – appeared he wanted to "run [the Tenant] over" and was yelling at [the Tenant]."

[Reproduced as written.]

Regarding his alleged injuries, the Tenant supplied a copy of a diagnostic imaging requisition to get x-rays. This document is dated August 29, 2015. Under the "pertinent history" portion of the form, the admitting physician has made the following note:

"Bumped by car door"

[Reproduced as written.]

The Tenant provided no further medical documentation of the alleged injuries.

The Tenant provided a letter from another friend dated October 2, 2015, who sets out that on August 28 and 29, 2015, the friend was at the rental unit to take the Tenant to the doctor as well as the hospital for some x-rays, "... due to him being ran over by his landlord..." [Reproduced as written.]

I note the letter writer does not state she witnessed the incident. The writer noticed that the Tenant, "... had a lot of household belongings, tools, furniture and barn wood furniture he was not able to move because/due to his injury." [Reproduced as written.]

I note that the writer does not describe the injury referred to. I also note that the Tenant has made no claim for barn wood furniture.

The Tenant testified that his business involves buying old used wood, such as reclaimed wood from old barns, and creating furniture from the wood. He testified that the Landlord had pushed the wood into a large pile and burned this wood.

The Tenant alleged that he lost a lot of personal mementoes from his children as the Landlords had disposed of these items. The Tenant had no substantive evidence of this, nor was he able to describe in detail what mementoes he was referring to.

The Tenant testified he was in the process of moving out when the Landlord served him with the papers and then he was injured and not able to remove these things himself. He testified he had a semi-trailer come from Alberta to help him move. He testified he had been taking his time preparing to move as he wanted to get the rental unit property cleaned up before he moved. He testified he felt threatened by the male Landlord and did not want to go back to get his property and could not load the wood or other items due to his serious injuries.

The Tenant claimed his personal property that the Landlords disposed of was worth **\$11,414.00**, the amount of his monetary claim. He testified that the Landlords took all of these items to the dump and did not dispose of his property in accordance with the abandoned property provisions of the Act.

The Tenant had a long list of items which included a 30 year old birch wood canoe which he valued at **\$600.00**, life jackets worth **\$50.00** and four sets of paddles he valued at **\$175.00**. He claimed for fishing rods and tackle in the amount of **\$475.00**, and two large older tents in the amount of **\$350.00**. The Tenant claimed **\$150.00** for a "rod iron" kitchen table.

The Tenant claimed the old barn wood he used for his work had been purchased and the business he bought this wood from charged him **\$3,500.00**.

The Tenant claimed **\$250.00** for an old 30" picture tube television and **\$400.00** for a 10 year old 50" Hitachi television.

The Tenant had provided a long list of other items he claimed the Landlords had disposed of, each of which were recounted in detail during the course of this two and a half hour hearing. These totalled \$11,414.00.

The Tenant initially testified he did not return to the rental unit to remove these items due to his injuries. He then testified that he returned to the property on October 18, 2015, in order to take some of the pictures he submitted in evidence. At various times he testified that he returned to the property, but the Tenant was unclear as to what these dates were.

In cross examination the Tenant was asked if he had returned to the rental unit after August 27, 2015. The Tenant responded that he drove by on the 4th, then clarified it was the 14th of October. He testified he had not been back except to take some photographs. He testified he was too stressed to return. He testified he was too fearful to return to the property as the male Landlord had tried to run him over and he was afraid of the Landlord's vehicle.

The Tenant then testified he drove by the rental unit on August 28, 29 and 30, to see what had been tampered with.

In cross examination, the Tenant was asked why he did not have his friend who provided the statement dated August 27, 2015, help him move. He testified she was too small to help him move as her feet would not reach the pedals of the truck. The Tenant testified she had taken the photographs for him.

The Tenant was asked if he tried to contact the Landlords to retrieve this property and he testified he did try to call the Landlords once. The Tenant testified that the Landlords' law firm did try to contact him, but he felt the law firm was in a conflict due to an earlier consultation he had made with the firm about an eye injury he suffered.

The Tenant then testified that after he had been run over by the male Landlord he was too shook up and fearful to retrieve his property. He testified that he was trapped in the door and it had banged against him numerous times, knocking him to the ground. He alleged he was hit with such force that it cracked the cell phone in his rear pocket.

In further cross examination the Tenant was asked if he removed any items from the property after August 27th. The Tenant responded by asking the Landlords' legal counsel to imagine a big truck tire rolling in front of his face. The Tenant testified that he just got out of there for fear of his safety. The Tenant testified that he did not request additional time to get his belongings.

In further cross examination the Tenant was asked about the tube television valued at \$250.00 and whether or not the Tenant has seen any tube TV sold for this price recently. The Tenant explained that he had not. When the legal counsel asked the Tenant if he knew it was hard to even give an old tube TV away, the Tenant asked the legal counsel, "why is that?"

The Tenant then summarized the tenancy as being a nightmare, and that the Landlords had no right to dispose of his personal property. He explained that the Landlords did not treat his property in accordance with the Act. He testified all this property was very important to him and represented much of his life.

The Landlords then presented their reply to the Tenant's claims.

The male Landlord testified that the tenancy had been going well until the Landlords decided they were going to sell the property. He testified that following this the Tenant became difficult to deal with and would not let the Landlords onto the property. The male Landlord testified that the Tenant began bullying the female Landlord.

In regard to the events of August 27, 2015, the male Landlord testified that when he was on the way to the rental unit to serve the Tenant with the eviction papers he stopped and asked an acquaintance to come along as a witness. I note the witness has provided a sworn affidavit, as described below.

The male Landlord testified that when he arrived at the rental unit he left his truck running. He approached the Tenant and placed the papers on the hood of the Tenant's truck. He testified that the Tenant then became verbally abusive, followed him and stepped in between the male Landlord and the door of the truck. The Landlord testified the Tenant was yelling and swearing at him. He told the Tenant to step aside and they backed the truck out of there.

The affidavit in evidence was provided by the Landlords' neighbour, who identifies himself as an insurance broker (the "Witness"). The affidavit sets out that the Witness agreed to attend the property with the male Landlord to witness the service of the order of possession and monetary order. The Witness recounts that the Tenant followed the Landlord back to the truck and was speaking in a loud and aggressive tone. The Witness states the Tenant alleged the Landlords had poisoned the well and,

4. "... had positioned himself very close to [the male Landlord] in an intimidating posture. [The male Landlord] asked him to move as he had

finished what he had come there for. [The Tenant] was not allowing [the male Landlord] to close the door of the pick-up and leave...

5. It very much appeared to me that [the Tenant] was going to start a physical altercation but [the male Landlord] was able to close the driver's side door to his pick-up truck and we immediately left the Rental property.
6. I did not observe any physical altercation between [the male Landlord and the Tenant] during my attendance at the Rental Property with [the male Landlord]. [The Tenant] was not struck by [the male Landlord's] pick-up truck at any point during our visit to the Rental Property on August 27, 2015. [The Tenant] was standing when we left the Rental Property."

[Reproduced as written.]

The male Landlord then testified that he did not return to the rental unit until August 30, 2015, and found the radio and lights were on. The male Landlord then left the property.

The male Landlord testified that he returned on August 31, 2015, and everything was gone and the Landlords began cleaning up right away. The Landlords testified they heard nothing from the Tenant until October of 2015.

The male Landlord testified that the Tenant had not paid them any of the rent money ordered to be paid from the previous decision, in the amount of \$3,050.00.

In evidence the Landlords provided photographs of the rental unit property after the Tenant had vacated. The Landlords testified that these photographs were taken after the Tenant had left and prior to the Landlords disturbing anything. These images depict many garbage bags, scraps of wood, paint cans, and other debris strewn about the yard.

In one photograph there is a picture of the "rod iron" table the Tenant had claimed \$150.00 for, which was turned upside down on a heap of garbage and scrap wood. The Tenant acknowledged that this was the table he had claimed for.

There is also a photograph of the basement of the rental unit where there are dog feces scattered around on the carpet, among many scraps of wood. When asked about this, the Tenant testified that the feces must have been left there by the previous renter's dogs.

There is also a photograph of the inside of a kitchen cupboard door with felt pen graffiti on it and which refers to the male Landlord in a derogatory and profane manner. The Tenant acknowledged this was his graffiti and apologised to the Landlords for this during the hearing, saying he acknowledged this was. "... a childish thing to do." He testified he put this on the cupboard door because he thought the male Landlord was entering the rental unit without notice when he was showering.

The Tenant then cross examined the male Landlord about which of his personal items the male Landlord saw that the Tenant had left behind. In general, the male Landlord testified that the few items left behind by the Tenant were brought to the dump or a recycle centre.

There were many items the Tenant was claiming for which neither of the Landlords recalled seeing after the Tenant had vacated the property. For example, the male Landlord testified he had not seen the birch wood canoe on the property since April.

The male Landlord acknowledged he saw a few of the items, such as the boat paddles or oars, but explained these were broken. He recalled seeing some hockey sticks the Tenant claimed for but testified these were also broken. He recalled some of the life jackets but testified these were old and very dirty. He saw some of the old golf clubs and these were disposed of. He testified some items went to the dump and some to recycle.

The Tenant commented during this that the broken paddles were quite valuable because people use them for wall decorations.

The male Landlord testified that the photographs the Tenant took of the rental unit property showed there was a lot more of his personal property there than before the Landlords took their pictures after the Tenant moved out.

In further cross examination the Tenant asked the male Landlord what he thought the value of the items left behind would be. The male Landlord replied that it cost him \$100.00 just to haul everything away to the dump, but otherwise the stuff left behind by the Tenant had little to no value. The male Landlord testified he was certain the items left behind were worth less than \$500.00 in total value.

The male Landlord testified that any of the wood he burned was either from an old "pole barn" he had repaired, but there may have been a few small scraps and unusable pieces of wood left behind by the Tenant.

The male Landlord also denied putting anything in the well for drinking water. He explained he had dumped some cement into an old culvert on the property, but that this did not affect the drinking water well. The male Landlord testified it would not make sense to dump anything into the drinking water well, as the Landlords were trying to sell the property and it would be of little value to destroy the well water.

The Tenant then cross examined the male Landlord on the incident involving the truck. The Landlord testified that he started to back up and the Tenant moved out of the way. The Landlord acknowledged the Tenant may have been bumped by the truck door and had to move six inches and then the Tenant moved out of the way because, "...he got the message".

The Tenant challenged the male Landlord's testimony as not being truthful and the Tenant stated that he had almost died that day.

The female Landlord then testified in direct that she had little to add to what her husband had testified to in terms of what she saw after the Tenant vacated.

The Tenant then cross examined the female Landlord. She testified that she had taken the pictures on August 30th which were provided in evidence by the Landlords. She testified the pictures were taken after the Tenant had vacated the property but before they cleaned it up.

When asked about the items the Tenant left behind, the female Landlord testified that she saw very few of the items the Tenant had claimed for. She testified that the Hitachi TV that the Tenant claimed \$400.00 dollars for was actually left behind by the previous renter.

The female Landlord testified as to the mess and debris the Tenant left behind at the rental unit. She referred to a photograph which showed a basement shop room which was covered in sawdust approximately two or three inches deep. She referred to each of the Landlords' photographs.

The Landlords' legal counsel then summarized that the Tenant had ample opportunity to remove his personal property. The Landlords did not begin the cleanup of the property until August 31, and the Tenant had 72 hours to remove his property. Anything the Tenant had left behind could be considered abandoned. The Landlords' position is that the Tenant should not be awarded anything as the items left behind were largely junk and of little value.

The Landlords' also submitted that the amounts claimed by the Tenant for any of these items were far in excess of their actual value. For example, the amounts claimed for a tube TV which cannot be given away these days. Legal counsel further submitted that many of the items the Tenant claimed for were not actually seen by either Landlord after the Tenant had finally moved. He pointed out that much of the wood the Tenant claimed for was actually wood left over from the Landlords' repair of the barn.

In summation the Tenant stated the Landlords were not being truthful. He submitted that the Landlords should have kept an inventory and did not comply with the legislation.

Lastly, the parties had a brief settlement discussion. However, the parties were not able to resolve the dispute.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on the Tenant to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Landlords. Once that has been established, the Tenant must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Tenant took reasonable steps to minimize the damage or losses that were incurred.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Section 7 of the Act states:

(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

[Reproduced as written.]

Sections 24, 25 and 26 of the regulation to the Act deals with the abandonment provisions as follows:

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.

...

Landlord's obligations

25 (1) The landlord must

- (a) store the tenant's personal property in a safe place and manner for a period of not less than 60 days following the date of removal,
- (b) keep a written inventory of the property,
- (c) keep particulars of the disposition of the property for 2 years following the date of disposition, and
- (d) advise a tenant or a tenant's representative who requests the information either that the property is stored or that it has been disposed of.

(2) Despite paragraph (1) (a), the landlord may dispose of the property in a commercially reasonable manner if the landlord reasonably believes that

- (a) the property has a total market value of less than \$500,**
- (b) the cost of removing, storing and selling the property would be more than the proceeds of its sale, or**
- (c) the storage of the property would be unsanitary or unsafe.**

...

Tenant's claim for abandoned property

26 (1) If a tenant claims his or her personal property at any time before it is disposed of under section 25 or 29 [*disposal of personal property*], the landlord may, before returning the property, require the tenant to

- (a) reimburse the landlord for his or her reasonable costs of
 - (i) removing and storing the property, and
 - (ii) a search required to comply with section 27 [*notice of disposition*], and

(b) satisfy any amounts payable by the tenant to the landlord under this Act or a tenancy agreement.

(2) If a tenant makes a claim under subsection (1), but does not pay the landlord the amount owed, the landlord may dispose of the property as provided by this Part.

[**Bold emphasis** added.]

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

I find the Landlords have breached the regulation to the Act by failing to keep an inventory of the items left behind pursuant to section 25(1)(b).

However, for the following reasons, I find the Tenant has failed to prove he suffered a loss due to the Landlords' breach and I dismiss the Tenant's Application without leave to reapply.

I find the Tenant had insufficient evidence to prove the values of the items he claims to have left behind. I found the amounts claimed by the Tenant for these items were not credible. Furthermore, I find the Tenant had failed to prove he left some of these items behind. Based on all the evidence, including the photographic evidence, I find it is more probable that the Tenant removed all the items he wanted and abandoned anything he did not want at the rental unit with no intention of returning for these. For example, the "rod iron" kitchen table the Tenant had claimed \$150.00 for appeared to have been simply left behind, upside down on a heap of garbage and scrap wood.

Furthermore, the Tenant testified he had friends come from Alberta to help him move. It would been stronger evidence in support of the Tenant's claims if he had provided a letter from these people, setting out what the Tenant had to leave behind because he was unable to move it. However, this was not done.

I also note the Tenant did not provide any receipts or other evidence indicating the amounts he had paid for these items. He had little evidence that he actually owned any

of these items. Furthermore, the Tenant did not provide estimates from stores or from the various sites on the Internet meant for selling such used items. For example, if he had purchased barn wood for his business one would have expected an invoice in the amount of \$3,500.00 to be presented in evidence, as this was the amount claimed for the wood. No such evidence was provided.

I find much of the Tenant's evidence lacked sufficient credibility. I find the Tenant's evidence that he was seriously injured by the male Landlord's truck to be significantly exaggerated. Had the Tenant actually suffered any substantive injuries it would be unlikely he would have waited two days to obtain x-rays. Given the Tenant's submission that he nearly died as a result of the incident I would have expected he obtained emergency medical services immediately, which does not appear to have happened.

Furthermore, had the Tenant suffered significant injuries to the extent claimed i.e., that he could not remove his property, I would have expected sufficient medical evidence to support this such as a report from the attending doctor or the physician administering the x-rays. There was no such evidence before me.

I found that the Tenant's description of the events, such as the truck tire passing before his eyes as he lay on the ground, to be significantly exaggerated. There was insufficient evidence to even support the Tenant's submission that the Tenant was struck to the ground by the Landlord's vehicle. None of the witnesses there, including the Tenant's own letter writer and the Witness of the Landlords, saw the Tenant hit the ground. In fact, I found the Tenant's attempts to greatly exaggerate the events with the male Landlord and his vehicle tended to bring all his evidence into question.

I found the testimony and evidence of the Landlords to be straightforward and clear, and having logic to it; however, the Tenant's testimony was often evasive and inconsistent. For example, the Tenant requesting \$250.00 for an old tube TV seemed to be exaggerated, as I found the evidence of the Landlords that these cannot be given away anymore as much more plausible. Furthermore, the Tenant claimed \$400.00 for another TV that was in fact left behind by the previous renter. He had no evidence he ever owned this TV and he did not dispute it belonged to the previous renter when this was brought to his attention in his cross examination of the female Landlord.

In regard for the items claimed for by the Tenant, I find he had insufficient evidence to prove what he had left behind. I find it is more probably that the Tenant removed all items he valued prior to the end of the tenancy with the help of his friends from Edmonton and their semi/tractor trailer truck, and only left behind debris or items of

such little value the Landlords had a right to dispose of these. For example, I found it unlikely that a person who makes a living working with wood would have left behind any wood working tools, such as the Tenant claimed. Furthermore, had the Tenant left behind all of the items he has claimed for I would have expected to see a lot more of these items in the photographs taken by the Landlords after he moved out and before they began cleaning up the rental unit and property.

I find that under the regulations the Landlords had a right to dispose of the property in a commercially reasonable manner if the Landlords reasonably believed that the property had a total market value of less than \$500, or the cost of removing, storing and selling the property would be more than the proceeds of its sale.

I find the Landlords were reasonable to believe the items were worth less than the cost of moving, storing and selling these.

Likewise, I find the Tenant had insufficient evidence to prove the items he left behind would amount to a total value of \$500.00 or that the costs of removing, storing and selling the property would be covered by their sale. Therefore, I find the Landlords were able to dispose of these by taking them to the dump and to recycle.

For these reasons I find that, although the Landlords breached the Act by failing to create an inventory of the items left behind, the Tenant has failed to prove he suffered any loss due to this breach. I find the Tenant has insufficient proof of the value of the loss of any of these items he claimed for.

Lastly I note that even if the Tenant had proven the value of any of these items and if the Landlords were still holding them, he failed to follow the required steps in section 26(1)(b) of the regulations (as set out above) and did not satisfy the amount already owed to the Landlords for the monetary order that was granted for rent owed.

For all these reasons the Tenant's application must fail.

Therefore, I find the Application of the Tenant must be dismissed without leave to reapply.

Conclusion

The Tenant has proven the Landlords breached the regulations to the Act by failing to keep an inventory of the items he left behind. However, the Tenant has failed to prove he suffered any loss due to this relatively minor breach of the Act. The Tenant had insufficient credible evidence as to the values he placed on these items, or in fact, as to which items he actually left behind.

Therefore, the Tenant's Application is dismissed without leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 09, 2015

Residential Tenancy Branch

