



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capital Avenue Investments Corp./ RPM Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order, an order to recover the filing fee and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

Preliminary issue

The landlord stated that tenant C.A. drafted her own notice to end tenancy form and the only address provided was to an address in Montreal. Tenant C.A stated that she was not served with the landlords' evidence. Tenant S.R. confirmed that she received it. The landlord provided evidence that both parties were served at the Montreal address and that tenant C.A. did not pick up the landlords evidence. I am satisfied that the landlord took all necessary steps to serve the tenant in accordance with Section 89 of the Act and in accordance with the Rules of Procedure. The hearing and decision proceeded on that basis.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on July 20, 2004 and ended on June 20, 2015. The tenants were obligated to pay \$613.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$290.00 security deposit. The landlord stated that the tenant left many personal items such as furniture, clothes, boxes and rubbish by the landlords dumpster. The landlord stated that he hired a company to move the items. The landlord stated that the tenant did not return the keys to the building, suite, or mailbox. The landlord stated that new locks were installed and new keys cut. The landlord is seeking a monetary order of \$475.00 and the recovery of his filing fee.

The landlord is applying for the following:

1.	Removal of furniture	\$250.00
----	----------------------	----------

2.	Replace keys and lock for the suite	\$150.00
3.	Replace keys and lock for mailbox	\$75.00
4.		
5.		
6.	Filing fee	\$50.00
	Total	\$525.00

The tenants gave the following testimony. Tenant S.R. had moved out prior to the end of tenancy and was not present during the move out. Tenant C.A. stated that she did leave a small furniture item behind but it was no larger than a regular garbage bag. The tenant did acknowledge that she did not return the mail key but stated that she dropped off the suite and building keys to the head office.

Analysis

I address the landlords claim and my findings as follows.

1. Furniture removal - \$250.00.

The landlord stated that the tenant left many personal items along with large pieces of furniture near the dumpster at move out. The landlord stated that he warned her not to leave them behind as it was her responsibility to remove them. The landlord stated that despite his warnings the tenant left them behind. The office manager stated that she happened to be at the complex that day attending to another matter and noticed that the tenant had left many items behind. The office manager stated "it was a zoo" around the dumpster with all the items left behind. The landlord provided a receipt to support his claim along with his testimony and the office managers' testimony.

The tenant disputes this claim. The tenant stated that she moved everything outside because many people had made inquiries to buy her items off of Craigslist. The tenant stated that lots of people dump items near the dumpster and that she shouldn't be responsible for everyone else's garbage.

After reviewing the documentation and the testimony, I prefer the landlords' version of events. I found the landlord and his witness to be clear, concise and credible. The landlord provided supporting documentation along with a witness that observed the tenant leaving the items near the dumpster. Based on the above and on a balance of probabilities I find that the landlord is entitled to \$250.00.

2. Keys and lock for the suite and building – \$150.00.

The landlord stated that they did not receive the keys from the tenant. The office manager stated that no one in the office received keys from the tenant. The landlord stated that the lock had to be replaced and new keys cut.

The tenant disputes this claim. The tenant stated that she left the keys at "head office", but was unsure of when she did that. The tenant stated that she didn't deal with the office manager but the person at reception.

The office manager gave clear and detailed testimony as to the process of tenants returning keys and that the tenant at no time returned them. I prefer the testimony of the office manager as she was clear and credible when giving her testimony. Based on the testimony of the office manager and on a balance of probabilities I find that the landlord is entitled to \$150.00.

3. Mail box keys -\$75.00

The tenant agrees to this claim and takes responsibility for it. Based on the tenant's acknowledgment, I find that the landlord is entitled to \$75.00.

As for the monetary order, I find that the landlord has established a claim for \$475.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$290.00 deposit and the \$10.27 of in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$224.73. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order of \$224.73.

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: December 03, 2015

Residential Tenancy Branch

