



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding POWELL RIVER VENTURES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, AAT

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for a monetary order for money owed or compensation for damage or loss under the Act and to be allowed (to from) the unit or site for the tenant or the tenant's guests.

Both parties appeared, gave 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 at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Preliminary matter

At the outset of the hearing the agent for the landlord indicated that the tenants have name the wrong landlord. The agent stated the proper name of the landlord is.... The agent stated they are prepared to proceed.

The parties agreed to change the style of cause to name the correct landlord.

### Issues to be Decided

Are the tenants entitled to monetary compensation for loss or damage under the Act?  
Are the tenants entitled to allowed (to from) the unit?

### Background and Evidence

The tenancy began November 2016. Rent in the amount of \$850.00 was payable on the first of each month. A security deposit of \$425.00 was paid by the tenants.

The tenants claim as follows:

a.	Movers for two trips \$50.00 x 2	\$100.00
	<b>Total claimed</b>	<b>\$100.00</b>

The tenants testified that they were evicted for failing to pay rent for December 2016. The tenants stated that they seek to recover the cost of moving their belongings. The tenant stated that on the first trip they removed their some of their belongings and when they went back on a later date to get the remainder of their belongings the locks had been changed.

The tenants testified that the new owner told them to come back in a couple of hours with a truck. The tenants stated that they did come back; however, they were denied access. The tenants seek to recover \$50.00 for each trip they made to remove their belongings.

The landlord's agent testified that tenants moved out on December 13, 2016 and they were informed that everything was removed. The agent stated that when the owner went into the rental unit on December 16, 2016, there was an old couch, mattress, and dresser left behind. The agent stated that the landlord determined that those items were abandoned, had a value under \$500.00, and were disposed of.

### Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the tenants have the burden of proof to prove their claim.

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(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

The evidence of the tenants was that the new owner told them that they could attend and pick up the remainder of their belongings; however, the landlord's agent denied that conversation ever happened.

The evidence of the landlord's agent was that on December 13, 2016, the tenants vacated the rental unit. On December 16, 2016, the landlord determined that the tenants abandoned a couch, mattress, and old dresser, which had little value and were disposed of.

Under the Act, when tenants leave belongings in the rental unit after the tenancy has legally ended the landlord is entitled to remove and dispose of those items in accordance with the Residential Tenancy Branch Regulation.

In this case, the tenancy legally ended based on a notice to end tenancy for nonpayment of rent. It is the tenants' responsibility to ensure all their belongings are removed at the end of the tenancy. I find the tenants are not entitled to recover their moving costs from the landlord as the tenancy legally ended in accordance with the Act. Therefore, I dismiss the tenants' application without leave to reapply.

### Conclusion

The tenant's application is dismissed.

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 21, 2017

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Residential Tenancy Branch