



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      AAT, MNDC, MNSD, 0 RPP

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order that the landlord allow access to the rental unit
- b. An order for the return of personal property
- c. A monetary order in the sum of \$462.50 for the security deposit.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by special mail on August 18 2017 as the landlord acknowledged receipt of the documents. With respect to each of the applicant's claims I find as follows:

### Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order that the landlord allow access to the rental unit?
- b. Whether the tenant is entitled to an order for the return of personal property?
- c. Whether the tenant is entitled to a monetary order and if so how much?

### Background and Evidence:

The tenancy began on November 1, 2013. The rent at the time the tenancy ended was \$952 per month payable on the first day of each month. The tenant paid a security deposit of \$462.50 at the start of the tenancy.

The tenant vacated the rental unit on May 1, 2017. She had a friend who was looking for a place to live and she made arrangements with this person to move in. The tenant was to pay the rent for May, her friend was to reimburse her and effective June 1, 2017 the friend would make arrangements with the landlord to rent the premises.

The tenant removed some of her belongings. However, she was not able to remove all of them as there were no storage units available. She made arrangements with a moving company who was to remove her belongings on June 27, 2017.

There was a great deal of difficulty with communications between all of the parties. The rent for May has not been paid. The tenant's friend decided she did not want to move in but failed to advise the tenant in a timely manner. It took the landlord a period of time before she became aware the friend was not interested in moving in.

The landlord testified she became aware that the rental unit was abandoned around the middle of June and the locks were changed at that time. Most of the tenants belongings were gone at that time. She put the remainder of the tenant's belongings into a storage shed on the property. She testified she has not difficulties with returning those belongings to the tenant. However, the landlord testified that many of the items the tenant has identified as missing were not present when the locks were changed and the goods placed in the storage room on property.

The landlord did not rent the rental property over the summer. It has recently been rented with the new tenants taking possession as of October 1, 2017.

#### Analysis & Orders:

The landlord represented she had no difficulty returning the tenant's belongings which she put in storage. However, many of the items claimed by the tenant were not present when the landlord determined the rental unit had been abandoned and she placed the goods into storage. As a result I ordered that the landlord return the tenant's belongings which she has conditional on the tenant making arrangements with the landlord to have the goods picked up.

The Application for Dispute Resolution filed by the Tenant does not seek a monetary order for the loss of goods and does not identify the goods the tenant says are missing. The tenant has the right to file another Application for Dispute Resolution identifying the missing items and making a monetary claim for their loss. The landlord would then

have an opportunity to dispute the claim and also make a monetary claim for loss of rent and/or damage to the rental unit.

The Application for Dispute Resolution filed by the Tenant seeks the return of the security deposit of \$462.50. However, there is a dispute between the parties as to whether the tenant e-mailed the landlord allowing the landlord to keep the deposit. Neither party provided a copy of the exchange of e-mail. I dismissed the claim for the return of the security deposit with liberty to re-apply.

Conclusion:

In conclusion I ordered the landlord return the tenant's belongings which she has conditional on the tenant making arrangements with the landlord to have the goods picked up. I dismissed the application for a monetary order for the cost of the missing goods and the return of the security deposit with liberty to re-apply.

**This decision is final and binding on both parties.**

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: October 20, 2017

---

Residential Tenancy Branch