



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

The tenant applies to recover the value of items claimed to have been removed and taken by the landlords from the rental unit.

Neither landlord attended for the hearing of this matter. The tenant's advocate shows that each landlord was served with the application and notice of hearing by registered mail (Canada Post tracking numbers shown on cover page of this decision). Canada Post records show that both packages were retrieved and signed for by the landlord Ms. D.I.

On this evidence I find that both landlords have been duly served.

Issue(s) to be Decided

Does the evidence establish that the landlords have wrongfully taken the tenant's belongings? If so, what is an appropriate measure of compensation?

Background and Evidence

The rental unit is a six bedroom house. The tenant and his two aged parents moved in on August 1, 2016. They paid the landlords \$800.00 per month and paid the utility bills. There was no deposit money.

The tenant testifies that on or about August 1, 2017 the landlord Ms. D.I. came to the house and told the tenant and his parents to leave. On the same day she returned with movers and took away a number of the tenant's furnishings, as listed on his Monetary Order Worksheet filed in this matter. He says he has made attempts to get the items returned but without success. He does not know where the items are.

Analysis

On the tenant's undisputed evidence I find that the landlords have wrongfully seized the tenant's furniture. The furniture has not been returned and the tenant is entitled to the fair value of the items.

The tenant has obtained a quote for the replacement cost of the items showing the cost new of items he says are similar. To award the tenant the value of a new item to replace an old item would be to put him in a better position than had the landlords not taken the items. I therefore reduce the amount awarded to take into account the item's age. In doing so I have had regard to Residential Policy Guideline 40, "Useful Life of Building Elements" and so far as might be applicable.

Lazy Boy Recliner

The tenant says this item was only a year or two old. I allow its full replacement cost at \$1199.00 as claimed.

Ashley Loveseat, Sofa and Loveseat

The tenant says these items were all only about eight months old. I allow their full replacement cost at \$649.00 and \$1399.00 (sofa and loveseat combined).

Seven Piece Bedroom Set

The tenant admits these items were at least twenty years old. I allow a significantly reduced \$2500.00 new value at \$1000.00.

Coffee Table Set with End

These items were also indicated to be over twenty years old. I discount their value new from \$299.00 to \$100.00.

End Tables

These items were also said to be over twenty years old. I discount their value new from \$100.00 to \$30.00.

Posterpedic Queen Unit

This item was said to be five years old. I discount its value new from \$899.00 to \$450.00.

Lamps

The tenant describes four lamps all within a year old. I allow this item at \$199.00, as presented.

Conclusion

The tenant is entitled to a monetary award totalling \$5026.00. The tenant will have a monetary order against the landlords in that amount.

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 13, 2018

Residential Tenancy Branch