



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RPP, MNDC,

### Introduction

On January 4, 2019, the Tenant applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking the return of personal property and money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement.

The matter was scheduled as a teleconference hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

### Issues to be Decided

- Is the Tenant entitled to the return of personal property?
- Is the Tenant entitled to compensation?

### Background and Evidence

The parties testified that the tenancy began on July 1, 2018, as one year fixed term tenancy to continue thereafter on a month to month basis. Rent in the amount of \$1,500.00 is due on the first day of each month

The Landlord testified that he applied for dispute resolution and received an order of possession for the rental unit in October 2018. He testified that the rental unit appeared abandoned; however, he posted the order of possession on the Tenant's door and waited five days before entering the unit. The Landlord testified that he took photographs and inventoried the items that the Tenant left behind in the rental unit and stored them in a basement area.

The Tenant testified that she just wants her possessions returned. The Tenant testified that she contacted the Landlord and asked for the return of her possessions. She testified that the Landlord returned some of her items on December 2, 2018, but has refused to return the remaining items. She testified that the Landlord told her she had to wait until this hearing took place.

The Landlord provided testimony that he returned the Tenants items on December 2<sup>nd</sup> or 3<sup>rd</sup>. He testified that he returned three truck loads worth of possessions. The Landlord testified that there is approximately one more truck load of the Tenant's possessions remaining.

The Landlord testified that he is in agreement to return the remaining items; however, he does not want the Tenant on his property. The Landlord agreed to return the remaining items to the address provided by the Tenant during the hearing.

The Landlord testified that he is unable to return immediately return the possessions as he is currently out of town and will be returning home on February 10, 2019.

### Analysis

Section 65 (1)(e) of the Act provides that personal property seized or received by a Landlord contrary to the Act or tenancy agreement must be returned.

Section 7 of the Act provides that if a Landlord or Tenant does not comply with this Act, the Regulations or the tenancy agreement, the non-complying Tenant or Landlord must compensate the other for damage or loss that results.

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

Since the Landlord agreed to return the Tenants property; I order the Landlord to personally return, or arrange for another person to return, the Tenant's possessions to the Tenant at the Tenant's address within 1 week of February 10, 2019.

If the Landlord fails to comply with the return of the Tenant's property, the Tenant has leave to reapply for compensation for the value of the property.

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: January 29, 2019

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Residential Tenancy Branch