



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FFL

Introduction

On November 15, 2018, the Landlords submitted an Application for Dispute Resolution under the *Residential Tenancy Act* for a monetary order for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at 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

- Are the Landlords entitled to compensation for damage to the unit?
- Are the Landlords entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the Landlords purchased the property in October 2003, and inherited the tenancy. At the end of the tenancy the Tenants were to pay the Landlords monthly rent in the amount of \$910.00. The Tenants paid the Landlords a security deposit of \$325.00. The Landlord provided a copy of the tenancy agreement.

The parties testified that the Tenants accepted a 2 Month Notice To End Tenancy For Landlord's Use Of Property and moved out of the rental unit on October 31, 2018.

The Landlord testified that the Tenants left some personal property on the rental property after they had moved out. The Landlords testified that a trailer, wheel axels, and a truck back were left behind.

The Landlord testified that he sent the Tenant a letter about removal of the items and published an advertisement in a newspaper announcing the removal of the items. The Landlord testified that he contacted a rubbish removal company on February 20, 2019 to come and remove and dispose of the Tenant's property.

The Landlord provided a copy of an invoice for the advertisement in the amount of \$71.75. The Landlord provided a copy of an invoice for the removal of the Tenant's trailer in the amount of \$210.00.

The Landlord is seeking to recover his costs in the amount of \$281.75 for the removal of the items left behind by the Tenants.

In reply, the Tenant provided testimony confirming that he left the items on the rental property after he moved out. He testified that he was not physically or financially able to return to the rental property and collect the items.

The Tenant testified that he agrees that the Landlords are entitled to recover their costs for disposing the items.

Security Deposit

The Landlords applied to keep the security deposit of 325.00 in partial satisfaction of their claim. The interest accrued on the security deposit amounts to \$11.51. I find that the Landlords are holding a security deposit of \$336.51.

Analysis

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

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question.

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.

I find that the Tenants left personal property on the rental property after they moved out. Pursuant to section 27 of the Tenancy Regulations, I find that the Landlords were justified in advertising, removing and disposing of the Tenants items. I find that the Landlords are entitled to recover the costs of advertising, removal and disposal of the Tenants items.

I grant the Landlord the amount of \$281.75.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlords were successful with their application, I order the Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

The Landlords have established a monetary claim in the amount of \$381.75. After setting off the security deposit of \$336.51, I find that the Tenants owe the Landlords the balance of \$45.24.

I grant the Landlords a monetary order in the amount of \$45.24. The monetary order must be served on the Tenants and may be enforced in the Provincial Court.

Conclusion

I find that the Tenants abandoned personal property on the rental unit property after moving out.

The Landlords are granted compensation for the cost of disposal of the Tenants property. The Landlords are authorized to keep the security deposit of \$336.51 in partial satisfaction of their claim.

I find that the Tenants owe the Landlords the amount of \$45.24. I grant the Landlords a monetary order in the amount of \$45.24.

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: March 21, 2019

Residential Tenancy Branch