



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost to remove a trailer from the yard of the rental unit and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of his claim.

The landlord sent a copy of his application and the notice of hearing to the tenant by registered mail on September 23, 2019, to the forwarding address provided by the tenant. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost to remove a trailer from the yard of the rental unit and for the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on July 01, 2019. The monthly rent at the end of tenancy was \$1,900.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$950.00. The landlord submitted that the tenant left the rental unit on September 03, 2019. A move out inspection was conducted that day and a report was filed into evidence.

The report indicated that the tenant left behind mattresses, personal belongings and a trailer. The tenant promised to remove the items and came back to the rental unit multiple times. The tenant removed all the items except for the trailer. On September 11, 2019, the tenant gave the landlord a forwarding address in writing.

The landlord stated that he got an estimate to remove the trailer and presented it to the tenant. The tenant refused to agree to a deduction off the security deposit. The landlord retained \$512.40 towards the cost of disposing of the trailer and returned \$338.60 to the tenant. The landlord also made this application in a timely manner which is within 15 days of having received the forwarding address.

The landlord filed photographs and documents to support his monetary claim. The landlord also added that he ended up paying more than the amount he claimed because the removal of the appliances inside the trailer came with an added cost. The landlord did not file a copy of the invoice of the actual cost he incurred.

### **Analysis**

Based on the undisputed testimony of the landlord and the photographs and documents filed into evidence, I find that the landlord has proven his monetary claim of \$512.40. Since the landlord has proven his claim, he is also entitled to the filing fee of \$100.00.

Overall the landlord has established a claim of \$612.40. the landlord is currently holding \$512.40 of the security deposit. I order the landlord to retain the amount he is holding, and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order for the amount of **\$100.00**.

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 20, 2020

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Residential Tenancy Branch