



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

Dispute Codes      Tenant: MNDC MNRT MNSD RPP FF  
Landlord: MNDCL-S FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. Both parties applied for multiple remedies under the *Residential Tenancy Act* (the “Act”).

The Tenant was present at the hearing, along with the Landlord and witnesses. Both parties confirmed receipt of each other’s Notice of Dispute Resolution Proceeding and evidence packages, and I find all documents have been sufficiently served.

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.

### Issue(s) to be Decided

Tenant:

- Is the Tenant entitled to a monetary order for the cost of emergency repairs she completed during the tenancy?
- Is the Tenant entitled to monetary compensation for the items she claimed?
- Is the Tenant entitled to an order for the return of her deposit?
- Is the Tenant entitled to an order for the return of her personal property?

Landlord:

- Is the Landlord entitled to a monetary order for items claimed, and is the Landlord entitled to retain the deposits to offset this amount?

### Background and Evidence

The tenancy lasted several years, and came to an end in early November of 2023. The Tenant stopped paying rent in the fall of 2023, for a couple of months, and the Landlord served a 10 day notice on or around October 8, 2023. The Landlord's agent, GC, along with a witness, AL (both of whom were also at the hearing), both confirmed that they served the Tenant this day. Proof of service was provided. They both confirmed that they did not tell the Tenant she had to be out in 24 hours, as the Tenant has alleged. The tenancy was month-to-month at the end of the tenancy.

The Landlord obtained an Order of Possession on October 31, 2023, and this was served to the Tenant that same day, as per the proof of service document. The Order stated that the Tenant had 2 days to vacate, but the Tenant asked for some extra time, and the Landlord granted 4 more days. The Tenant stated that when she was served with the Order of Possession, she interpreted it to mean that she had to be out within 24 hours, even though there is no evidence to show this was said or that this was the reality.

The Tenant stated that she tried to move out as fast as she could, and since she only had a few friends from church, and a truck rental for a few hours, she moved what she could out of the rental unit, and left the rest behind. The Tenant explained that she had contacted the RTB a few times along the way.

#### *Tenant's application*

The Tenant acknowledges that she left behind many of her items, and since the Landlord threw most of them out, she is seeking \$23,400.00. This list of items was included on the Tenant's monetary order worksheet, but the items are round numbers, with no corroborative documentation showing their value. The Tenant did not provide any further itemization, or explanation documenting these items, and their value, beyond the vague and broad numbers on the worksheet.

The Tenant is also seeking the return of her deposits. She provided her forwarding address, in writing, in October of 2025, two years after the tenancy ended.

The Tenant is also seeking the return of her greenhouse, which she believes is still at the Landlord's rental house. The Tenant did not provide any photos, or other evidence pertaining to the greenhouse.

#### *Landlord's application*

The Landlord is seeking the following items:

- 1) \$2,513.13 - Removal of Possessions & clean up Including Truck Rental & Dumping fees
  - 2) \$840.00 Interior Cleaning
  - 3) \$100.00 Garden Waste Removal
  - 4) \$77.00 Dump Fees 2x receipts
  - 5) Unpaid Rent: Upper Suite (1Nov23 - 15 Jan24) @ \$2510/month \$6,275.00  
Lower Suite (1Nov23 - 15 Jan24) @ \$2345/month \$5,862.50
- Total \$15,677.63

The Landlord provided the following explanation:

4. As of October 2023, the Tenant was in arrears of rent. On October 8, 2023 [Landlord], on behalf of CVI, served [Tenant] with 10 Day Notices to End Tenancy for Unpaid Rent, one for each the Upper and Lower suites. See Documents #3 and #3a (Notices), #4 and #4a (Proof of Service).
5. [GC's] partner [AL] accompanied [GC] in serving the 10 Day Notices at the Property. Also present at the Property were two individuals identified as [Tenant's] granddaughter [...]
6. The Tenant failed to pay the rental arrears. Accordingly, on October 16, 2023, [GC] on behalf of CVI, applied to the Residential Tenancy Branch ("RTB") for a monetary order for unpaid rent and an order for possession. See Document #6.
7. On October 31, 2023, the RTB issued an Order for Possession, Monetary Order for payment of \$5065.00, and Decision therefor for both the Upper and Lower suites. See Documents #7, #7a and #7b.
8. [GC] on behalf of CVI served the Orders and Decision on the Tenant on October 31, 2023. See Document #7c.
9. The Order for Possession required the tenant to deliver to the Landlord "full and peaceable vacant possession and occupation" of the Property effective two days after service of the Order. Despite that, the Tenant failed to vacate the Property within two days.
10. The Tenant did not in fact physically leave the Property until November 5, 2023. However, the Property was not left vacant; in fact, the Tenant left substantially all her furniture and possessions in the home. See Documents #8, #10.
11. On November 8, 2023, [GC] proposed two dates and times to perform a Condition Inspection of the Property. The Tenant failed to respond or to appear for a Condition Inspection. See Document #8. On November 9, 2023, the Landlord served a Notice of Final Opportunity to Schedule a Condition Inspection. See Document #9. The Tenant failed to respond or to appear for a Condition Inspection.
12. On November 11, 2023, [GC AND AL] attended the Property and found the house in substantial disarray. There had been no apparent effort made to vacate the home. There was literally a household full of stuff left behind, including furniture, clothing, business and personal papers, food – even meat in the oven-- Christmas decorations, magazines, bedding, a tattered blanket, bottles of alcohol, gardening items, among hundreds of other items. There had certainly been no effort to clean the home. [AL] took an inventory of the belongings with a reasonable assessment of their value based on her professional experience with a large social services agency in property management, including purchasing and disposing of used furniture. All the items were old, worn, of poor quality, in poor condition, or simply unsellable (e.g., broken furniture, accounting records, ribbons). [GC AND AL] obtained quotes for the cost of moving and

storing the furniture and goods. See Documents #11, #12, #13, #13a, #15 Witness Statement of [AL].

13. Based on the reasonable assessment that the cost of moving, storing and selling the goods would exceed the proceeds of a sale of the property, the Landlord undertook to have the goods disposed of.

14. Disposal of the property took almost a week, with no fewer than five full truckloads of goods going to the transfer station. See Documents #14 and #14a.

15. A few items including tools, were collected by the Tenant's brother who had been living at the Property during the tenancy.

The Landlord made the following arguments:

*The Landlord was entitled to treat the personal property as abandoned pursuant to s. 30.3 of the Regulation. The tenancy agreements for the Upper and Lower suites had come to an end by operation of the Order for Possession. The Tenant failed to comply with the Order for Possession both by continuing to occupy the Property for more than two days after the Order had been served on her and by failing to leave the premises vacant.*

*Further, the Landlord was entitled to dispose of the personal property early, pursuant to s. 30.8 of the Regulation, because the value of the property, based on its poor condition, was less than the cost of moving, storing and selling the property as would otherwise be required under s. 30.4. In this case, the sheer volume of an entire household of abandoned goods in poor condition made it commercially unreasonable to undertake the mammoth and expensive task of hiring movers, storing the goods, advertising the goods for sale, and arranging for individual buyers to pick up hundreds of items from an old boomerang to printer cartridges to old teacups to items of worn furniture.*

#### *D. Conclusion*

*Based on the facts and the law, there is no basis on which the Tenant can make a claim for the return or compensation for her abandoned personal property.*

*Evictions are unfortunate, particularly where a tenant may already be struggling. This case however, does not warrant any sympathy from this Board. The Tenant and those around her showed themselves to be willing to (a) engage in a petty, vindictive act of vandalism towards the landlord personally, (b) ignore an Order for Possession until well after its effective date, (c) fail to comply with the Order to provide vacant possession, and (d) abandon all sense of responsibility and leave the landlords – a small family outfit – saddled with an unkempt house full of literally tons of unsalvageable furniture and possessions. For the Tenant to then ask for compensation – two years after the landlord spent days and thousands of dollars to clean up this colossal mess – should be an affront to this Board. The Tenant's claim should be dismissed.*

The Landlord provided a comprehensive set of documents, photos and supporting evidence to detail what transpired, including sworn witness statements of those involved.

A detailed itemization was prepared by AL and GC when the Tenant abandoned the rental unit, and this list was provided into evidence. This itemization approximated the value of the various items, organized by room, and it estimated the value to be about \$2,740.00. The Landlord provided invoices and estimates to show that they had to pay \$2,513.13 to RG to organize and sort the items, who was present at the hearing to confirm these amounts, and the various low-value items he had to get rid of for the Landlord. The Landlord also obtained quotes for storage and moving the items, which amounted to about \$1,100.00 for moving the items, plus storage of about \$2,100.00 per month. The Landlord argued that the amounts for paying movers, storage was well over \$4,000.00, which was well over the value of the items.

AL provided a statement, which she affirmed to be true in the hearing, and stated that:

*I am also the operations director of a social services agency in North Vancouver. For approximately 9 years at my company, I oversaw approximately 25 residential homes for the care of children and youth with disabilities. In that capacity, I performed extensive property management work, including overseeing renovations, maintenance and repair. I also oversaw the purchase of furniture and household items, which, to maximize efficiency, often involved the purchase of used furniture. As such, I have substantial experience in assessing the value of new and used furniture and household items.*

Receipts were provided by the Landlord for the cleaning costs incurred to remediate the unit, plus dump fees, and yard cleanup costs, because the Tenant did not keep the bushes trimmed and the yard cleaned as per their tenancy agreement.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Each application will be addressed separately. For each application, the burden of proof is on the person who made that application to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the other party. The Applicant must also provide evidence that can verify the value of the loss or damage. Finally it must be proven that the applicant did everything possible to minimize the damage or losses that were incurred.

### *Landlord's application*

#### *Abandonment*

First, I turn to how the tenancy ended. I accept that the Tenant stopped paying rent in the fall of 2023, and that the Landlord issued a 10 Day Notice on or around October 8, 2023. Subsequently, the Landlord obtained an order of possession and a monetary order for unpaid rent up until the end of October. These orders were served to the Tenant on October 31, 2023, as per the witness testimony and proof of service. I note this order provided the Tenant with two days to vacate, but the Landlord actually allowed the Tenant an additional 4 days to vacate.

Copies of some emails were provided into evidence showing the Landlord and the Tenant were trying to schedule a move-out inspection around November 8, 2023, but the Tenant was being vague and partially responsive. The Landlord eventually served the Tenant with a notice of final opportunity for inspection as the Tenant was non-responsive. The final inspection was set for November 9 at 4:30pm. The Tenant did not directly refute being given this final opportunity for inspection or why she was not responsive to the Landlord's attempts on this matter.

I note that right after the tenancy ended, the Landlord appointed his brother and agent, GC to go through the unit with AL. They detailed the items in various rooms and the amounts. I note GC and AL both appeared at the hearing and I found their testimony to be clear, detailed and compelling. I accept that AL has experience dealing with property management and related issues, such as determining the value of items. I find both her written and oral statements on this matter are clear, detailed, and compelling. I note the Tenant asserts that the value of her items were about \$23,400.00. However, the Tenant did not articulate how she arrived at this amount, or what it is based on. In contrast, the Landlord's agents appear to have experience dealing with the valuation and handling of these types of items. As such, I find I have placed more weight on the Landlord's version of events, which is corroborated by witness testimony and written statements (and accompanying list of items). I find it more likely than not that the value of the items

was approximately what the Landlord has listed, around \$2,740.00, rather than the \$23,400.00 claimed by the Tenant.

I also note the value of the items was much less than the estimated costs to sort, move, store, and eventually sell. As such, I find the Landlord was not required to move and store the items. I note the following part of the Regulations:

### **Early disposal of abandoned personal property**

**30.8** (1)*The landlord's obligation under section 30.4 (b) [landlord's duty of care and obligations] to store abandoned personal property for at least 30 days does not apply to abandoned personal property, or items of abandoned personal property, that may be disposed of under this section.*

(2)*If a landlord reasonably believes that storage of an item of abandoned personal property would be unsanitary or unsafe, the landlord may, in a commercially reasonable manner, dispose of the item of abandoned personal property.*

**(3)A landlord may, in a commercially reasonable manner, dispose of abandoned personal property if the landlord reasonably believes that**

*(a)the abandoned personal property has a total market value of less than \$1 000, or*

**(b)the total cost of removing, storing and selling the abandoned personal property would be more than the proceeds of the sale of the property.**

I find the Landlord complied with the requirements of these regulations, and I find the Landlord disposed of the items in a commercially reasonable manner, by hiring someone to take them to the dump. I accept that it would be cost and time prohibitive to try to individually sell items that are used, broken, or old. I accept the testimony from both of the Landlord's witnesses that the vast majority of the Tenant's items that she didn't take with her were of low value, and that some were actually liabilities, rather than assets. I note the Tenant feels her greenhouse she left behind is worth \$9,000.00. However, she has provided no proof of this. If anything, that may be the new price. The market value of an item like this would be much less, given the difficulty in moving and disassembling it. It could be a very challenging item to sell or extract value from, hence the Landlord's low estimate for its remaining value. As noted above, I find the Landlord's estimated values are more detailed and compelling, and I accept the greenhouse value would be hundreds, not thousands of dollars. I find the Landlord was lawfully entitled to dispose of all of the Tenant's items left behind. I note the Tenant appears to have

moved items that were of importance to her when she had the truck, but ran out of time and manpower.

The Tenant was legally required to provide vacant possession 2 days after the Order of Possession was given to the Tenant, and she did not. Many items were left, with little to no communication as to what her plans were. I find it is reasonable for the Landlord to consider the items abandoned in these circumstances. I find the Tenant forfeited her right to the return of, and/or the continued storage, of all of her items left behind, given their low market value.

Next, I turn to the Landlord's claim for removal of possessions in the amount of \$2,513.13. I note this amount was paid to RG, who affirmed in the hearing that he performed this work, and that it was to clean up the Tenant's belongings which she abandoned. He took many trips to the dump, and carefully detailed his costs (truck rental, dump fees, and time). I find the costs are reasonable and I find the Tenant is responsible for the cost of this item.

I also find the Tenant is responsible for the following items:

\$840.00 Interior Cleaning  
\$100.00 Garden Waste Removal  
\$77.00 Dump Fees 2x receipts

The Landlord has provided receipts and proof of loss, and they are related to the fact that the Tenant failed to return the unit free of personal items, dirt, and debris.

With respect to the rental losses claimed, I note the Landlord has a monetary order for unpaid rent up until the end of October 2023. This claim is for rent beyond that. I also note the Tenant did not provide vacant possession, and the tenancy (and byproducts of) lasted well into November, leaving the Landlord unable to re-rent the house until the mess was sorted through. I find the Landlord ought to be entitled to rental losses for November for the whole house, which amounts to \$4,855.00. I decline to award beyond that as the Tenant was not under fixed term, and most of the mess should have been sorted out by then.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful in this hearing, I also order the Tenant to repay the \$100.00 fee the Landlord paid to make the application for dispute resolution.

In summary, I find the Landlord is entitled to \$8,485.13 for the items noted above. Since the Landlord failed to provide a valid written tenancy agreement, that specifies what amount of security deposit was paid by the Tenant, I decline to make any findings on this matter. That being said, the Landlord must calculate the interest payable on the deposits (up until today's date) by going onto the RTB website and using the calculator for this. The interest must be added on to the initial deposits, and the sum of this must be deducted from the \$8,485.13 amount before attempting to collect on the remaining balance. In other words, the Landlord can only serve and enforce the remaining amount owing after deducing the deposits plus interest, even though the monetary order is for the full amount.

### *Tenant's application*

First, I turn to the Tenant's request for the return of her security deposit. I find it important to note the following portion of the Act:

#### ***Landlord may retain deposits if forwarding address not provided***

**39** *Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,*

*(a) the landlord may keep the security deposit or the pet damage deposit, or both, and*

*(b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.*

In this case, the consistent evidence before me shows that the Tenant failed to provide her forwarding address in writing for the return of the deposit within one year of the tenancy ending. Therefore, her right to the return of these deposits is extinguished. As noted above, the deposits can be used by the Landlord to offset what is owed, and only amounts not accounted for can be collected through small claims court.

Next, I turn to the Tenant's request for \$23,400.00. I note the Tenant has provided a list of items she wants compensation for, on her monetary order worksheet. However, I note this list only provides generalized round numbers, and her list lacks any specific corroborated value. No receipts, estimates, or further information/testimony was provided to demonstrate the accuracy of these amounts, and that the list of values reliably demonstrates the value of her losses. I note the onus is on the Tenant to corroborate the items she is seeking, and I find the Tenant has failed to sufficiently demonstrate the value of her losses, such that I could be satisfied the amounts sought

are reasonably accurate. The Tenant has essentially provided no evidence to support any of her claim, other than a vague list of amounts. Given the lack of evidence, I find the Tenant has failed to establish her claim for these items. I dismiss in full.

With respect to the request for the return of her greenhouse, I find the Tenant abandoned this item, and forfeited her right to its return, as detailed above under the Landlord's claim.

I also note the Tenant is asking for \$300.00 for emergency repairs she completed during the tenancy, but I find there is no proof of what was paid and when, or that they actually qualify as "emergency repairs" as defined under section 33 of the Act. I find the Tenant's lack of evidence is problematic. I dismiss her claim for this item, in full.

The Tenant's application is dismissed, in full, without leave.

### Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of \$8,485.13. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 19, 2026