



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RPP

### Introduction

This matter dealt with an application by the Tenant for the return of personal property.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on May 4, 2012. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of personal property?

### Background and Evidence

This tenancy started on February 4, 2003 as a month to month tenancy. Rent is \$347.00 per month payable in advance of the 1<sup>st</sup> day of each month.

The Tenant said his girl friend gave him a 1984 Ford ¾ ton truck which the Landlord had removed from the Manufactured Home Park sometime around the end of April, 2012. The Tenant said he valued the truck at about \$600.00 and he would like the truck returned. As well the Tenant said he had some lumber that the Landlord removed and burnt. The Tenant said that he valued the lumber at \$200.00 and that he was going to use it to repair his deck.

The Landlord said that he did have a white truck removed from the Mobile Home Park as he thought it was abandon by a girl friend of the Tenant who had moved out of province and because it was on the Park Property. The Landlord said the Tenant did not tell him it was his truck. The Tenant agreed that the truck was on Park Property and he did not tell the Landlord that it was his truck nor did the Tenant ask if he could park the truck on Park Property. The Tenant said the Landlord had towed the truck away because it was an unregistered vehicle on park property and the Park rules do not allow unregistered vehicles in the Mobile Home Park. The Tenant said he did not have any documentation that would prove the truck was his.

The Landlord continued to say that he had some lumber removed and burned during a park clean up, from an area on Park Property across from the Tenant's site. The Landlord said he believed the lumber was abandoned as it had been left on the Park Property for over a year.

The Tenant agreed the lumber was on Park Property without permission and that it was there for probably more than a year.

The Landlord concluded his remarks by saying both the truck and the lumber were left on Park Property without consent of the Landlord. The Landlord said he removed the truck and the lumber off the park property as no one claimed the property and it was considered abandon and of little or no value. The Landlord said the truck windows were broken out and the Tenant said the truck was a junker.

The Tenant closed his remarks by saying he had not submitted any evidence to support his claims and he had nothing more to say.

## Analysis

For a claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The parties both agreed that the truck and the lumber were on Park common area property and the Tenant did not have permission or consent of the Landlord to put the truck or the lumber on the Park Property. I accept the Landlord's testimony that he thought the truck was abandon by a by a non resident of the Mobile Home Park, as he was not told who owned the truck and why the truck was there. As well I accept the Landlord's testimony that the lumber was burned as part of a cleanup effort of the Mobile Home Park and that the Landlord considered the lumber as abandon since it had been left on Park Property for over a year without the Landlord's consent. I find the Landlord acted responsibly. As well since the truck and the lumber were on the Mobile Home Park Property unclaimed and the Tenant did not submit any evidence to prove ownership of the truck or evidence of the lumber's value or his ownership of the lumber, I find the Tenant has not established grounds to prove he had a loss or that the loss was caused sole by the Landlord. Consequently I dismiss the Tenant's application without leave to reapply.



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## Conclusion

The Tenant's application is dismissed without leave to reapply.

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*.

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Dispute Resolution Officer