

## INTRODUCTION

- [1] The Tenants seek compensation from the Landlords for damaging and disposing of the Tenants' personal property.

## DISPOSITION

- [2] I find that the Tenants have not established their claims.

## BACKGROUND

- [3] The Unit is a mobile home which is owned by the Landlords.
- [4] In 2010, the parties entered into a written, month-to-month tenancy agreement for the Unit. The rent was \$660.00, due on the first day of the month. A security deposit was not required.
- [5] The Tenants moved out of the Unit sometime in March of 2024.
- [6] On March 26, 2024, the Landlords served the Tenants a *Form 4 (A) Eviction Notice* with an effective date of April 14, 2024 (the "Notice") for non-payment of March and April 2024 rent.
- [7] On September 27, 2024, the Tenants filed a *Form 2 (A) Tenant Application to Determine Dispute* with the Residential Tenancy Office (the "Rental Office") seeking compensation totalling \$6,500.00 for disposing and damaging the Tenant's personal property (the "Application").
- [8] On November 5, 2024, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for December 12, 2024.
- [9] On December 6, 2024, the Rental Office emailed the parties an evidence package.
- [10] On December 12, 2024, the Tenants, the Landlords, and the Landlord representatives (the "Representatives") participated in a teleconference hearing. The parties confirmed receipt of the evidence package and confirmed that all documents submitted to the Rental Office were included.
- [11] After the hearing, the parties provided additional evidence to the Rental Office, which was shared with each party. The parties provided additional submissions, and all the additional evidence and submissions were added to the record.

## ISSUE

- A. Must the Landlords compensate the Tenants for disposing and damaging the Tenants' personal property?

## ANALYSIS

- [12] The undisputed evidence establishes that the Tenants did not pay rent for March 2024 or any time after that. The Landlords served the Tenants the Notice for non-payment of rent, and the Tenants did not pay the outstanding rent or dispute the Notice. The Tenants left items in the Unit and a vehicle on the property. The Tenants requested the Tenants' daughter and her husband (the "Tenants' family") to retrieve their personal property on their behalf.
- [13] The Tenants stated they are seeking \$6,500.00 in compensation for loss of personal property and damage to their vehicle. They stated they left the province in March 2024 and returned on June 6, 2024. The Tenants learned that the Representatives had sold their vehicle to a salvage yard, and they believe the Representatives damaged the vehicle with a tractor when moving it.

- [14] The Tenants stated that several items from the Unit and the vehicle were found to be missing. The Tenants submitted a list of the missing items and invoices showing repairs previously completed on the vehicle as evidence.
- [15] The Tenants acknowledged they had limited contact with the Representatives and Landlords between March 2024 and June 2024. The Tenants told the Tenants' family to leave their vehicle at the property and that they would retrieve it when they returned to the province. The Tenants do not know if this request was relayed to the Representatives.
- [16] The Representatives stated that on March 14, 2024, the Tenants messaged them and told them they had moved out of the Unit because it was not habitable and had left the province for an unspecified time. The Tenants told the Landlords that any further communication was to go through the Tenants' family, and they blocked the Landlords from messaging them.
- [17] The Representatives stated that between April 15 and May 7, 2024, the Tenants' family had removed the Tenants' items from the Unit and from the vehicle. On May 7, 2024, the Tenants' family told the Representatives that they could dispose of any remaining items and the Tenants' vehicle.
- [18] The Representatives stored some of the Tenants' remaining items and had a salvage company take possession of the vehicle. The Representatives denied damaging the Tenants' vehicle. Messages between the Representatives and the Tenants' family were submitted as evidence.
- [19] In July 2024, the Representatives delivered the Tenants' stored items to a storage unit at the Tenants' request. The Representatives and Landlords stated they do not have any more of the Tenants' property.
- [20] For the reasons below, I find that the Tenants have not established they are entitled to compensation.
- [21] The Tenants stated that the Representatives improperly disposed of their personal property, which was left behind at the Unit. The Representatives stated that the Tenants' family gave them permission to dispose of the remaining items, including the Tenants' vehicle. Messages between the Representatives and the Tenants' family were submitted as evidence establishing the Representatives were permitted to dispose of the items.
- [22] Subsection 43(1) of the Act states that a tenant is not entitled to leave personal property in the Unit after the tenancy agreement is terminated. Subsection 43(2) of the Act also states:
- (2) *Where a tenant abandons or vacates a rental unit and leaves personal property on the residential property, the landlord shall either*
- (a) *remove the personal property and immediately place it in safe storage; or*
- (b) *store the personal property on the residential property in a safe manner.*
- [23] However, I find that subsection 43(2) is not applicable, as the Representatives were given written permission from the Tenants' family to dispose of any remaining property. I note that the Representatives did store some of the additional property and returned it to the Tenants. There is no evidence that the Representatives or Landlords still have some of the Tenants' property. The Tenants' family did not testify at the hearing, and their participation may have assisted in determining this matter.
- [24] The parties disputed whether the Representatives damaged the Tenants' vehicle before it was taken to the salvage yard. I find that the Tenants have not provided sufficient evidence, such as photographs of the damage or witness testimony, to establish that the Representatives damaged their vehicle.

[25] I find that the Tenants have not established that the Landlords or the Representatives have contravened the Act by improperly disposing of or damaging the Tenants' personal property. The Tenants compensation claim is denied.

**IT IS THEREFORE ORDERED THAT**

1. The Application is denied.

**DATED** at Charlottetown, Prince Edward Island, this 31st day of December, 2024.

(sgd.) Mitch King

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**Mitch King**  
**Residential Tenancy Officer**

**NOTICE**

**Right to Appeal**

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **20 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

**Filing with the Court**

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.