



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **INTERIM DECISION**

### Dispute Codes:

MNDC, OLC, RPP, FF

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to return personal property; and to recover the filing fee from the Landlord for the cost of filing this application.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence; to call witnesses; to ask relevant questions; and to make relevant submissions.

At the outset of the hearing the male Tenant applied to amend the Application for Dispute Resolution to reflect the correct spelling of his name and the correct spelling of the Landlord's name. The Landlord did not oppose the application and the Application for Dispute Resolution was amended accordingly.

At the outset of the hearing all parties who could hear the telephone conversation were asked to identify themselves. The Landlord advised that she had witnesses in the room with her and she was advised that they must leave the room until they are called as witnesses. The Landlord advised that her witnesses had left the room prior to the hearing proceeding.

The Tenant submitted evidence to the Residential Tenancy Branch, a copy of which was served to the Landlord. The Landlord acknowledged receiving the Tenant's evidence on January 17, 2011 and this evidence was accepted as evidence for these proceedings.

The Landlord submitted evidence to the Residential Tenancy Branch, a copy of which was served to the Tenant. The male Tenant acknowledged receiving the Landlord's evidence on January 18, 2011 and this evidence was accepted as evidence for these proceedings.

There was insufficient time to conclude the hearing on January 24, 2011 and the teleconference was electronically ended by Telus 105 minutes after the hearing commenced. The parties were advised at the hearing that the hearing may abruptly

end before the hearing is properly adjourned and that, if this occurred, they would be advised of a new hearing date.

This Interim Decision serves as formal notice that the hearing is being reconvened to provide the parties with the opportunity to present additional evidence. A Notice of Reconvened Hearing is enclosed with this decision and both parties are directed to attend at the time and date noted on the Notice.

### Issue(s) to be Decided

The issues to be determined in this interim decision are whether there is a need for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and their request for an Order requiring the Landlord to return property belonging to the Tenant.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on June 01, 2010; that rent was not paid when it was due on January 01, 2011; that on January 01, 2011 the Landlord told the Tenant he was evicted and that he had to leave; that the Landlord removed the front door to the rental unit; that the Landlord refused the Tenant's offer to pay the outstanding rent; that the Tenant packed some personal items and left the rental unit on January 01, 2011 without removing all of his personal property; and that the Landlord changed the locks on January 01, 2011.

The male Tenant stated that his request for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* relates solely to his request for the return of his property.

Prior to the conclusion of the hearing on January 24, 2011, the Landlord was Ordered to provide the Tenant with unrestricted access to the rental unit at noon on January 29, 2011 and to continue to provide unrestricted access to the rental unit on that day until such time as the Tenant has removed all of his personal property.

### Analysis

Section 26(3)(a) of the *Act* directs that a landlord must not seize any personal property belonging to the tenant and that a landlord must not prevent or interfere with the tenant's access to the tenant's personal property, whether or not rent is paid in accordance with the tenancy agreement. I find that the Landlord prevented the Tenant from accessing his personal property when she changed the locks to the rental unit on January 01, 2011.

### Conclusion

Pursuant to section 62(3) of the *Act*, I hereby Order the Landlord to provide the Tenant with unrestricted access to the rental unit at noon on January 29, 2011 and to continue

to provide unrestricted access to the rental unit on that day until such time as he has removed all of his personal property. This Order is made in an effort to restore the Tenant's legal right to access his personal property.

This interim 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 25, 2011.

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Residential Tenancy Branch