



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR, OLC, ERP, RP, PSF, RPP, LRE, OPT, AAT

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Unpaid Rent; for an Order of Possession for the rental unit; for an Order requiring the landlord to comply with the *Residential Tenancy Act (Act)*; for an Order requiring the landlord to make repairs, for an Order requiring the landlord to provide services or facilities, for an Order requiring the landlord to provide the Tenant with access to the rental unit, for an Order requiring the landlord to return personal property, and for an Order suspending or setting conditions on the landlord's right to enter the rental unit.

At the hearing the Tenant withdrew the application to set aside a Notice to End Tenancy for Unpaid Rent; for an Order of Possession for the rental unit; for an Order requiring the landlord to comply with the *Residential Tenancy Act (Act)*; for an Order requiring the landlord to make repairs, for an Order requiring the landlord to provide services or facilities, for an Order requiring the landlord to provide the Tenant with access to the rental unit, and for an Order suspending or setting conditions on the landlord's right to enter the rental unit.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### Issue(s) to be Decided

The issues to be decided are whether there is a need for an Order requiring the landlord to return personal property.

### Background and Evidence

The Landlord contends that this tenancy began on June 25, 2011 and the Tenant contends that it began on July 01, 2011.

The Landlord and the Tenant agree that the Landlord posted a Ten Day Notice to End Tenancy at the rental unit on October 01, 2011.

The Tenant contends that on October 01, 2011 the Landlord boarded up the main access door to the upper floor unit and that he removed the exterior stairs leading to this access, and that the Tenants were forced to access the rental unit with a ladder. The Landlord was very evasive in his evidence in regards to this incident although he eventually acknowledged that he removed the exterior stairs and that the Tenants used a ladder to access the unit on October 01, 2011. The Tenant with the initials "G.H." stated that they removed some personal property on October 01, 2011.

The Tenant with the initials "G.H." stated that they stayed in the rental unit until October 04, 2011, albeit they had difficulty gaining access through this period; that when they returned on October 04, 2011 they observed the Landlord throwing their personal property out the window; and that they were able to remove more of their personal property on this date.

The Tenant provided a list of personal property that is missing from the rental unit, although they do not know if the Landlord is currently in possession of this property. The Landlord stated that he is not in possession of any of the property on this list, with the exception of a slashed up sofa.

The Landlord and the Tenant agree that some of the Tenant's personal property is still on the deck of the rental unit. The Tenant believes that there is a queen size bed and a glass desk on the deck. The Landlord stated that there are a damaged sofa, two beds, a glass, desk, and a wood desk on the deck.

### Analysis

Section 30(1) of the *Act* stipulates that a landlord must not unreasonably restrict a tenant's access to residential property.

Section 26(3) of the *Act* stipulates that a landlord must not seize any personal property belonging to the tenant whether or not the tenant pays rent.

I find that the Landlord contravened section 30(1) and 26(3) of the *Act* when he restricted the Tenant's ability to retrieve personal property by restricting the Tenant's primary access to the rental unit, thereby preventing them from removing their personal property.

### Conclusion

At the hearing I ordered the Landlord to deliver all of the Tenant's personal property that is currently in the Landlord's care or control to the street in front of the rental unit no earlier than 9:30 a.m. on October 23, 2011 and no later than 9:45 a.m. on October 23, 2011, pursuant to section 62(3) of the *Act*. The Landlord stated that he is able to comply with this Order.

I note that the Tenant is not seeking monetary compensation in this matter and

therefore no monetary compensation has been contemplated.

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: October 19, 2011.

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Residential Tenancy Branch