



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, RPP, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order and an order compelling the landlords to return her personal property. Both parties participated in the conference call hearing.

I note that although the tenant made a claim for the return of her filing fee, the records show that she was not charged a filing fee. I therefore have not addressed that fee in this decision.

### Issues to be Decided

Should the landlord be compelled to return the tenant's personal property?  
Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The tenancy began on March 1, 2012 and the tenant was obligated to pay \$1,385.00 per month in rent. The parties are related as the female landlord is the tenant's aunt. The parties had a falling out and as a result, on or about April 21, the tenant began moving her belongings from the rental unit. There appears to have been a significant hostile verbal exchange between the parties and after the tenant had packed her vehicle, she told the landlord that she never wanted to communicate with them again. The female landlord asked the tenant's 16 year old daughter for the keys to the rental unit and the daughter surrendered the keys. Several days later, the tenant returned to the rental unit and asked for access to the unit to retrieve the items she had left behind. The landlords were not willing to return the keys to her, but were willing to permit her to enter the unit under the supervision of the police. The tenant declined. The landlords still have the tenant's belongings and at the hearing, the parties agreed that they would meet at the rental unit at 8:00 p.m. on Friday, May 18 to allow the tenant to retrieve her belongings.

The tenant seeks a monetary order for the return of her rent for the last 9 days of April. She claimed that she was deprived of access to the suite after April 21. The landlords argued that the tenant voluntarily surrendered possession of the unit.

### Analysis

As the parties have agreed on a date and time for the landlords to return the tenant's personal property, I order that this exchange take place at 8:00 p.m. on May 18, 2012.

The tenant paid full rent for the month of April. If the tenant had voluntarily surrendered possession of the unit prior to the end of April, the landlords would have been entitled to rent for the entire month. However, I accept that the tenant did not voluntarily surrender possession of the unit. The tenant told the landlords that she did not want to communicate with them any further, but I do not take this to mean that she did not intend to return to the rental unit to complete moving the considerable number of items she had left there. The tenant's daughter was not an adult and was not the legal tenant and therefore did not have the authority to surrender possession of the unit. I find that by refusing to allow the tenant to access the unit after April 21, the landlords deprived the tenant of use of the unit for which she had paid and I find that she is entitled to recover her rental payment for the last 9 days of April. I award the tenant \$415.50 and I order the landlords to pay this sum to her forthwith.

### Conclusion

The landlords will return the tenant's belongings at 8:00 p.m. on May 18, 2012. I grant the tenant a monetary order under section 67 for \$415.50. This order may be filed in the Small Claims Division of the Provincial Court and 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: May 14, 2012

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Residential Tenancy Branch