



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

OPB O  
MT CNC

### Preliminary Issues

In the course of this proceeding and upon review of the Tenant's application, I have determined that I will not deal with all the dispute issues the Tenant has placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue to be dealt with together. Therefore, I will deal with the Tenant's request for more time to make her application and to set aside, or cancel the Landlord's Notice to End Tenancy for cause, and I dismiss the balance of the Tenant's claim with leave to re-apply.

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The Landlord filed seeking an Order of Possession for breach of an agreement and other reasons and the Tenant filed seeking more time to make her application and to set aside, or cancel the Landlord's Notice to End Tenancy for cause.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony that was relevant to the matters before me. A summary of the testimony is provided below.

### Issue(s) to be Decided

1. Should the Landlord be granted an Order of Possession?
2. Has a valid 1 Month Notice to end tenancy been issued to the Tenant?

### Background and Evidence

The Tenant's Advocate provided affirmed testimony that she began to mediate the dispute between the Tenant and Landlord in July 2012. She attempted to have the Tenant sign a mutual agreement to end the tenancy in July 2012 however the Tenant refused and ripped up the agreement.

The Advocate stated that on August 15, 2012 she met with the Tenant and she agreed to move out of the unit by August 16, 2012 if the Landlord returned her security deposit. Both parties signed the mutual agreement to end tenancy and they agreed the Landlord would give the Tenant \$250.00 cash as the return of the security deposit and the Landlord would keep \$50.00 in payment of a previous amount owed by the Tenant. The Advocate said she personally delivered the cash to the Tenant and that the Tenant was to move out by the next day. The Advocate said that to her knowledge the Tenant has not moved out of the unit.

Both the Landlord and Tenant confirmed they agreed with the Advocate's testimony. They also confirmed that this tenancy started July 5, 2012 and rent was payable on the first of each month in the amount of \$600.00. The security deposit of \$300.00 was paid on or before July 5, 2012.

The Landlord submitted that she looked into the bedroom window yesterday and saw that the Tenant's furniture was still inside the unit.

The Tenant argued that she could not get into the unit because the Landlord had crazy glued the door shut. She stated that she has moved into a shelter and did not have enough money to get a truck to move her furniture. She confirmed that did not receive a 1 Month Notice and that she was applying to cancel the letter she wrote on July 19, 2012 to the Landlord to cancel her tenancy.

The Landlord denied gluing the door shut. She stated that when the Tenant left she took the door lock with her so the Landlord had no choice but to install another lock. The Landlord confirmed her telephone number during the hearing and stated that the Tenant could call her to make arrangements to pick up her possessions. The Landlord stated that she was very familiar with the *Residential Tenancy Regulation Part 5 Abandonment of Personal Property* so she knows what to do if the Tenant fails to pick up her possessions.

I asked the Tenant to get a pen and piece of paper, which she did, and I instructed her to write down the Landlord's telephone number. I then ordered the Tenant to make arrangements to pick up all of her possessions forthwith.

### Analysis

The evidence supports the Tenant was never issued a 1 Month Notice to end tenancy for cause. Therefore I dismiss her application for more time and to cancel the 1 Month Notice.

The evidence before me supports that on July 19, 2012 the Tenant provided written notice to end her tenancy effective July 31, 2012; however the Tenant refused to move out. It further supports the parties mutual agreed to end the tenancy effective August 16, 2012 and the Landlord has returned what was owed to the Tenant for the return of her security deposit. That being said, the Tenant's possessions remain in the rental unit and the Tenant is residing elsewhere.

Based on the foregoing I find the Landlord has met the burden of proof and I grant her an Order of Possession effective immediately.

### Conclusion

The Landlord has been granted an Order of Possession effective immediately.

The Tenant is HEREBY ORDERED to contact the Landlord forthwith to remove her possessions from the rental unit.

The Tenant's application for more time and to set aside, or cancel the Landlord's Notice to End Tenancy for cause is dismissed, without leave to re-apply.

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: August 24, 2012.

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Residential Tenancy Branch