



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute codes**

CNC

### **Introduction**

This hearing was convened in response to an application filed by the tenant on September 06, 2012 to cancel a 1 Month Notice to End Tenancy for Cause (the Notice to End) dated August 27, 2012 with an automatically adjusted effective date of September 30, 2012.

Both the tenant and the landlord appeared in the conference call and each participated in the hearing via submissions and testimony.

At the outset of the hearing the tenant testified that they vacated the rental unit in accordance with the Notice to End by the effective date of the notice and handed their keys to the landlord. Effectively, the tenancy has ended. None the less, the tenant wishes to dispute the landlord's reasons for wanting to end the tenancy.

### **Issue(s) to be decided**

Should the Notice to End be cancelled?

### **Background and evidence**

The tenant testified they have vacated the rental unit and removed all the belongings they want to retain, and returned the keys to the unit, but that a quantum of belongings remains in the unit for the landlord to dispose of. The tenant testified they do not want to return to the rental unit under any circumstances. The landlord testified that the rental unit has an abundance of items – mostly refuse - which must be removed and the landlord will do so. The landlord also alleges that the tenant has kept a key to the

residential property and that the tenant has been seen on the property since they vacated, and are concerned for their safety.

### **Analysis**

I accept the testimony of the tenant and that of the landlord. I find that after the tenant filed application to dispute the Notice they determined to vacate the rental unit by the effective date of the Notice / in accordance with the Notice. The landlord effectively regained legal possession of the unit. The only remedy available to the tenant was to have the Notice cancelled and have it Ordered for the tenancy to continue. As a consequence of all the above, I find that the tenancy has ended in accordance with Section 44(1)(d) of the Act – tenant vacated the rental unit - and possession of the rental unit has reverted to the landlord, therefore there is no need to cancel the landlord's Notice or consider reinstatement of the tenancy. As a result, the tenant's application **is dismissed**, without leave to reapply. The landlord already has possession of the rental unit.

### **Conclusion**

The tenancy has ended. The tenant's application is **dismissed**, without leave to reapply.

**This Decision is final and binding on both parties.**

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 09, 2012

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Residential Tenancy Branch