



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC RPP

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants to cancel a Notice to end tenancy issued for cause and obtain an Order to have their personal property returned.

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. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Should the 1 Month Notice to end tenancy issued December 10, 2012 be cancelled?
2. Should the Landlord be ordered to return the Tenants' personal property?

Background and Evidence

The Tenants submitted documentary evidence which included, among other things, copies of: the 1 Month Notice; and their written statement.

The Landlord advised she faxed her evidence to the *Residential Tenancy Branch* on Monday January 14, 2013. That evidence had not been matched to the file in time for this proceeding. The Tenants acknowledged receipt of the late evidence. I informed

the Landlord her written submission would not be considered for this proceeding; however, I would consider her oral testimony.

The parties confirmed that they entered into a month to month tenancy that began on September 1, 2011. Rent is payable on the first of each month in the amount of \$820.00 and prior to September 1, 2011 the Tenants paid \$400.00 as the security deposit.

The Landlord affirmed that a condition inspection walk through was not conducted with the Tenants. She stated that the condition inspection form was left with the Tenants who were instructed to complete and return the form to her. The Tenants did not complete or return the form. She also confirmed that she did not leave a copy of the tenancy agreement with the Tenants in September 2011. They only recently requested a copy so she provided it to them on December 28, 2012.

The Tenants submitted that they were personally served the 1 Month Notice on December 10, 2012, by the Landlord's Agent. They noted that it was not signed and therefore should not be valid.

The Tenants have requested the return of their guest's extension cord that was unplugged from his vehicle December 10, 2012, and taken by the Landlord's Agent. When they asked the Landlord to return the cord she said it did not belong to them so they were not going to return it. They advised that their guest is K.P.'s brother who resides in another municipality. He works out of town and when he does not feel like driving all the way back to his home he spends some time visiting with them.

I asked the Agent if he refused to return the extension cord. He said he did not. I then asked the Landlord who confirmed the cord was unplugged from the vehicle and that she refused to return it. She stated they do not provide electricity for vehicles owned by unregistered tenants.

During the hearing I Ordered the Landlord to return the extension cord to the Tenants forthwith. I noted that the Tenants would be at liberty to seek monetary compensation if the Landlord failed to comply with this Order.

Analysis

Upon review of the Notice to End Tenancy issued December 10, 2012, I find the Notice not to be completed in accordance with the requirements of section 52 of the Act, as it has not been signed. Accordingly, I uphold the Tenants request to cancel the Notice.

The undisputed evidence supports the Landlord seized the Tenants' guest's personal property, in breach of the Act, and refused to return it when asked. Accordingly, I ordered the Landlord to return the property forthwith, pursuant to section 65(1)(e) of the Act.

I have included with my decision a copy of "A Guide for Landlords and Tenants in British Columbia" and I encourage the parties to familiarize themselves with their rights and responsibilities as set forth under the *Residential Tenancy Act*.

Conclusion

The 1 Month Notice to end tenancy issued December 10, 2012, is HEREBY CANCELLED and is of no force or effect.

The Landlord was ORDERED to return the Tenants' guest's property forthwith.

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: January 18, 2013

Residential Tenancy Branch

