



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: ET OP FF

Introduction:

Both parties attended and gave sworn testimony. They confirmed that the tenant was served and received the Notice to end Tenancy on June 17, 2017 to be effective July 31, 2017 and with the Application for Dispute Resolution. I find that the tenant was legally served with the Application according to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* for orders as follows:

- a) An Order of Possession pursuant to Sections 56 and 55 to end the Tenancy early; and
- b) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Is the landlord entitled to end this tenancy early pursuant to section 56; have they shown on the balance of probabilities that it is unreasonable or unfair to the landlord or other occupants of the residential unit to wait for a notice to end tenancy under section 47 to take effect?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced March 1, 2016, rent is \$1800 a month and a security deposit of \$900 was paid. The landlord had many complaints about the tenant including noise, having an unauthorized business and making threats. The tenant said they already vacated the home on or about July 15, 2017 and left the keys for the landlord. The tenant said they had owned the home for 12 years and had no complaints or problems. They sold it to the landlord and then became tenants in March 2016. They complained that the landlord changed the locks and they have one chair left inside that they want to retrieve.

After further discussion, it was agreed that the landlord would allow the tenants access to the home on Sunday, July 30, 2017 between 12 and 3 p.m. to retrieve the one chair. The landlord said there were other items left behind but the tenant confirmed again that

all she wanted to retrieve was the one chair and the landlord was free to dispose of the rest.

The landlord wanted to discuss a possible damage claim but I declined to hear it as it was not part of their Application. I advised them that they might apply for damages within the legislated time limits. I also advised both parties of the necessity to deal with the security deposit under the provisions of section 38 of the Act.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

I find that the landlord no longer requires an Order of Possession as the tenant has vacated so no Order of Possession is issued. I find the tenant has a chair locked inside the rental premises which they are entitled to retrieve and I will so order in accordance with the agreement made between the parties.

Conclusion:

I find that the landlord is entitled to recover filing fees paid for this application.

I HEREBY ORDER that the landlord may recover their filing fee by deducting \$100 from the security deposit which will leave \$800 security deposit in trust.

I HEREBY ORDER that the landlord allow access to the unit between 12 noon and 3 p.m. on Sunday July 30, 2017 so that the tenant may retrieve one chair which is all they want from what is left behind. I ORDER that the landlord may dispose of any items left after the chair is removed.

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: July 27, 2017

Residential Tenancy Branch