



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNC, ERP, DRI, MT, FFT

### Introduction

This hearing was scheduled to deal with a tenant's application to dispute a 1 Month Notice to End Tenancy for Cause and more time to make the application; to dispute a rent increase; and, for emergency repairs. Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

### Preliminary and Procedural Matters

Shortly after the hearing commenced, the tenant testified that the rental unit was vacated on October 30, 2018 in compliance with the Notice to End Tenancy he was served. The tenant confirmed that he has removed all of his possessions from the rental unit; however, he has not yet returned the keys to the landlord. The tenant had no objection to the landlord regaining possession of the rental unit. The landlord testified that he was unaware the tenant had vacated the rental unit.

**The parties agreed to meet at the property at 5:30 p.m. this evening for purposes of performing the move-out inspection together and the tenant returning the keys for the rental unit to the landlord. I order the parties to fulfill this agreement.**

It was apparent that there is acrimony between the parties and I strongly suggested to the parties that they limit their interaction at tonight's meeting to that of conducting the move-out inspection and returning of the keys if they cannot agree on whether monies are owed to one party or the other.

I do not find it necessary to provide the landlord with an Order of Possession with this decision since a landlord automatically regains possession of a rental unit when a tenant vacates or abandons the rental unit and the tenant confirmed that he has vacated the rental unit during this proceeding. Accordingly, the landlord is entitled to possession of the rental unit as of 5:30 p.m. on today's date, even if the tenant does not attend the property as ordered.

Since the tenancy has ended, I find the tenant's request to cancel the 1 Month Notice; dispute a rent increase; and, request for repair orders to be moot. Therefore, I do not consider the tenant's application further.

On a procedural note, although the tenant sought to dispute a rent increase, the tenant did not specifically request a Monetary Order for overpaid rent in making his Application for Dispute Resolution or otherwise indicate the amount of alleged overpaid rent in the details of dispute. I informed the parties that where a tenant pays an unlawful rent increase the tenant is entitled to recover the overpaid rent from the landlord. The parties did not appear to agree on whether there has been an overage or underpayment of rent. Accordingly, I informed the parties that they are at liberty to file their own respective Applications for Dispute Resolution to make any and all monetary claims they have against the other party but that I would not be issuing any Monetary Order with this decision.

### Conclusion

The tenant has already vacated the rental unit and the tenancy is over. Pursuant to their mutual agreement, the parties are ordered to meet at the rental unit at 5:30 p.m. on today's date for purposes of conducting the move-out inspection together and the tenant returning the keys to the landlord. The landlord is entitled to take possession of the rental unit at 5:30 p.m. tonight, even if the tenant does not attend the rental unit as ordered.

The parties are at liberty to pursue the other party for any and all monetary claims they may have against the other party by way of a future Application for Dispute Resolution.

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: November 06, 2018

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Residential Tenancy Branch