



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ascent Real Estate Management
Corporation and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, OLC, FFT**

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a One Month Notice to End Tenancy for Cause pursuant to sections 47 and 55;
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant and the landlord both attended the hearing, the landlord was represented by property manager, MC ("landlord"). As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's Application for Dispute Resolution and evidence; the tenant acknowledged service of the landlord's evidence. Both parties stated they had no concerns with timely service of documents.

Preliminary Issues

Section 64(3) of the Act allows the director to amend an application for dispute resolution. The tenant named the property manager in her personal capacity as landlord, rather than the company she works for. The parties agreed that the property management company is the actual landlord in these proceedings and the name was amended accordingly.

At the commencement of the hearing, the tenant testified that the landlord had changed the locks to the building and his rental unit. He still had possessions in the unit and in the building's storage locker, although he had substantially moved out. The majority of his possessions were placed in an offsite storage facility however some items of value were left behind in the rental unit. Notably, plastic bins containing an unknown quantity

of hidden cash was left behind, which he wants back. His bed was still in the unit and he has no place to sleep. He acknowledges he did not pay rent for the month of October.

The landlord testified that other tenants in the building witnessed the tenant move out in a moving van before the end of September. The landlord sent an employee to look in on the unit and discovered the tenant had abandoned it. There was nothing but garbage left in the unit and it would cost hundreds or thousands of dollars to repair the damage. The landlord acknowledges changing the locks to the building for the safety of the remaining tenants and to the tenant's unit because the tenant had all but moved out.

During the course of the hearing, I asked both parties whether they considered the tenancy has ended. The landlord stated that the tenancy had ended, and the tenant also stated that the tenancy was over right before he hung up the phone at 11:37 a.m. The hearing concluded at 11:39 a.m.

Analysis

Given the agreement between the parties, I find the tenancy ended on September 30, 2020. To give certainty to the parties, I issue an order of possession in the landlord's favour effective 2 days after service upon the tenant.

As the tenancy has ended, the tenant's application seeking an order that the landlord comply with the Act is dismissed without leave to reapply.

As the tenant's application was not successful, the tenant is not entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

I find the tenancy ended on September 30, 2020 in accordance with section 44(1)(f) of the *Residential Tenancy Act*. To give certainty to the parties, I issue an order of possession to the landlord effective 2 days after service upon the tenant.

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 05, 2020

Residential Tenancy Branch