



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC CNR MNDCT LRE PSF AAT LAT RPP

### Introduction

The tenants filed an Application for Dispute Resolution on October 1, 2021 for:

- a. a cancellation of the One-Month Notice to End Tenancy for Cause (the “One-Month Notice”) issued by the landlord
- b. a cancellation of the 10-Day Notice to End Tenancy for Unpaid Rent issued by the landlord
- c. compensation for monetary loss or other money owed
- d. suspension or set conditions on the landlord’s right to enter the rental unit
- e. provision of services or facilities required by the tenancy agreement or law;
- f. allowed access to the unit for the tenant and/or guests
- g. authorization to change the locks to the rental unit
- h. return of personal property.

The landlord and tenants both attended the hearing to speak to the issues at hand. At the start of the hearing the tenants provided that they already moved out. The tenants confirmed they moved out of the unit on October 30, 2021. The landlord confirmed they obtained the key for the rental unit on October 31, 2021.

Given that the tenancy has ended, the validity of each notice to end tenancy is not at issue. I therefore dismiss the tenant’s Application to cancel the One-Month Notice, without leave to reapply. There is also no need for a decision on either party’s rights or obligations, as per d. through g. listed above. These issues are settled through the end of this tenancy.

At the outset, the tenant confirmed they did not receive a 10-Day Notice to End Tenancy for Unpaid Rent. I dismiss this portion of the tenant’s claim for this reason.

In their Application, the tenant out a dollar amount for a claim, for \$8750. In the hearing the tenants stated, under affirmed oath, that this was not money they are owed or that was a loss to them. Rather, this was in answer to a threat from the landlord that they would have to pay the entirety of the rent through to May 2022. Alternatively, the tenant made this claim as the difference between the rent amount as it appears on the agreement, versus what a proposed rent increase was.

I find the tenant confirmed this was not expenses or costs that were actually paid by them. Additionally, I find the tenant was not particular enough in this portion of their claim for this discrete issue to receive my full consideration. By s. 59 of the *Act*, I dismiss this portion of the tenants' Application, given that it does not set out full particulars of the claim. I dismiss this portion of their claim, without leave to reapply.

Finally, the tenants in their Application described personal items that the landlord removed from the rental unit. I order the landlord to return any personal property they had seized when entering the tenants' own rental unit. Given that the tenancy ended fairly recently, I order the landlord to complete this as soon as possible. Reciprocally, the tenant must provide information to the landlord on how the landlord may complete this.

### Conclusion

The tenants' Application is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: November 30, 2021

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Residential Tenancy Branch