



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Tenant filed an Application for Dispute Resolution on April 27, 2022 seeking an order to cancel the One Month Notice to End Tenancy for Cause (the “One-Month Notice”) issued by the Landlord. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on September 16, 2022.

At the start of the hearing the Tenant confirmed that they moved out from the unit on August 27 and returned the keys to the Landlord on September 5. Given this information, confirmed by the Landlord in the hearing, I conclude the tenancy has ended. The validity of the One-Month Notice is no longer at issue, and I dismiss the Tenant’s Application for this reason.

In the hearing, the Landlord identified the risks associated with leaving the property without residents, yet still accessible to the Tenant who gave up possession of the rental unit as of September 1st. There was an agreement in place for the Tenant’s staggered move-out from the garage, until October 1. As of the date of the hearing, the Tenant has not been able to retrieve items from the garage space because it is locked.

From the discussion in the hearing – which, strictly speaking, is not an issue I must decide on – it appears neither side has agreed upon a scheduled time when the Tenant may come to the property to continue the work of getting all personal property removed in its entirety. There is no legal bar to the Landlord entering the property and no requirement for them to notify the Tenant when doing so. Similarly, the Landlord has possession of the rental unit exclusively.

The Tenant must communicate with the Landlord on an agreed-upon time to attend the property to complete the work of removing all of their personal belongings. The matter of the Landlord disposing the Tenant’s personal property on their own will otherwise

incur costs, which means the Landlord may seek compensation for those costs via further dispute resolution.

For both parties' reference, the *Residential Tenancy Regulation* Part 5 governs the parties' respective rights regarding abandonment of personal property.

The parties referred to an agreement for compensation from the Landlord to the Tenant; however, with no amendment by the Tenant to their Application, and no copy of the agreement in the evidence, I make no decision on the parties' rights or obligations with respect to such an agreement.

Conclusion

I dismiss the Tenant's Application 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: September 16, 2022

Residential Tenancy Branch