



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC

This hearing was scheduled to hear the tenant's application to cancel a Notice to End Tenancy. The landlord appeared at the hearing. A tenant's advocate appeared at the hearing; however, the advocate had not had recent dealings with the tenant and was uncertain as to whether the tenant wished to proceed with this application.

The landlord testified that the tenant and landlord had reached a mutual agreement to end the tenancy as of May 31, 2009 and that the landlord would be changing the locks to the rental unit after that date.

As the tenant did not appear at the hearing or communicated to his advocate to pursue this matter, and the landlord appeared to be satisfied with the mutual agreement reached between the parties outside of this hearing, I make no finding of fact or law with respect to the validity of the Notice to End Tenancy.

As the landlord did not produce any documentary evidence of a mutual agreement to end tenancy in time for this hearing and did not request an Order of Possession I do not provide the landlord with an Order of Possession.

The landlord was strongly cautioned that the landlord must not change the locks to the rental unit if the tenant does not give up possession of the rental unit by May 31, 2009, even if the tenant signed an agreement to end the tenancy on that date. Rather, the landlord was informed of his right to make a separate application for an Order of Possession if the tenant does not vacate the rental unit by May 31, 2009.

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: May 28, 2009.

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Dispute Resolution Officer