



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Preliminary Issues

At the outset of this proceeding the Landlord advised that her name was spelled incorrectly on the Tenant's application for dispute resolution. Based on the foregoing the Landlord's name was corrected in the style of cause in accordance with section 64(3) of the Act.

An occupant is defined in the *Residential Tenancy Policy Guideline Manual*, section 13 as follows: where a tenant allows a person who is not a tenant to move into the premises and share the rent, the new occupant has no rights or obligations under the original tenancy agreement, unless all parties (owner/agent, tenant, occupant) agree to enter into a tenancy agreement to include the new occupant as a tenant.

Based upon the aforementioned, I find the Applicant O.B. to this dispute does not meet the definition of a tenant; rather he is an occupant. Accordingly, O.B.'s name has been removed from the style of cause in accordance with section 64(3) of the Act.

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a notice to end tenancy issued for cause.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

During the course of these proceedings the parties agreed to settle these matters.

Analysis

The parties mutually agreed to end this tenancy effective January 15, 2013. The Landlord will be issued an Order of Possession in support of this agreement.

Conclusion

The Landlord has been issued an Order of Possession effective January 15, 2013 at 1:00 p.m. This Order is legally binding and must be served 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: January 11, 2013

Residential Tenancy Branch

