



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equities
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, FF

Introduction

The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause that was issued on April 30, 2013 and to recover the filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants.

Mutually Settled Agreement

The landlord said that they had told the tenant that the Notice would be withdrawn and that he did not need to dispute the Notice. The Notice indicated the tenant had seriously jeopardized the health or safety of another occupant or the landlord.

The tenant said that he wishes to remain in the rental unit and would like the tenancy to continue.

Therefore, based on the mutual agreement of the parties, I find and Order, pursuant to section 63(2) of the Act, that the 1 Month Notice to End Tenancy for Cause issued on April 30, 2013 is of no force and effect and that the tenancy will continue until it is ended in accordance with the Act.

The landlord agreed that the tenant may deduct the \$50.00 filing fee from May, 2013 rent owed.

Conclusion

By agreement, the 1 Month Notice to End Tenancy for Cause is cancelled. The tenancy will continue.

The tenant will deduct the \$50.00 filing fee cost from rent owed May 1, 2013.

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 30, 2013

Residential Tenancy Branch