



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This was a hearing with respect to the tenant's application to cancel a Notice to End Tenancy. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Was the tenant served with a valid Notice to End Tenancy and if so, should it be cancelled?

Background and Evidence

The tenant rents a room in the landlord's house in Maple Ridge. The tenancy began in October, 2013. The monthly rent is \$400.00. The tenant did not pay a security deposit and there is no written tenancy agreement. The landlord's daughter and her family rent the main portion of the house from the landlord and share the common area with the tenant.

The relationship between the tenant and the other occupants of the rental property has broken down; there has been friction between the parties and as a result the tenant was asked to move out. After the tenant received a written demand that she move out in exchange for return of rent, she filed this application for dispute resolution.

Analysis

The landlord, who is the owner of the rental property is not an occupant of the property and does not share any of the facilities with the tenant. Although there is no written tenancy agreement, there is no dispute as to the essential terms of the tenancy agreement between the parties. I therefore find that the *Residential Tenancy Act*

applies to this tenancy and the landlord is therefore required to serve the tenant with a written Notice to End Tenancy in the approved form if she wishes to end the tenancy, however, at the hearing both the landlord and the tenant advised me that they have reached a settlement of this matter and it has been agreed that the tenancy is unworkable and the tenant will move out of the rental property. At the hearing the tenant agreed that she will move out of the rental unit by April 15, 2014 and it was agreed that the landlord would have an order for possession effective that day.

Conclusion

Pursuant to the agreement of the parties I confirm that the tenancy will end on April 15, 2014, and I grant the landlord an order for possession effective April 15, 2014, after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court.

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: March 21, 2014

Residential Tenancy Branch

