



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TIDELINE APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF, O

Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for an Order canceling a Notice to End Tenancy given for cause.

The Landlord's Resident Manager, C.P. appeared on behalf of the Landlord. The Tenant appeared on his own behalf with the assistance of his son M.N.

The hearing process was explained and the participants were asked if they had any questions. All participants provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter

The Landlord issued a 1 Month Notice to End Tenancy for Cause, dated August 29, 2014, and with an effective date of September 30, 2014 (the "Notice"). Introduced in evidence was a letter from C.P. to the Tenant, dated August 29, 2014, regarding the Notice and in which she writes that she "deliberately taped it to [the Tenant's] door which automatically extends the move out date to October 31/14". Consistent with this letter was a statement from C.P. dated September 4, 2014 wherein she also writes that she did not feel that September 30, 2014 was a reasonable effective date and that she had purposely extended the date to October 31, 2014.

During the hearing, the Tenant stated that, while he believed the Notice was not issued in good faith, he intended to vacate the rental unit by the end of October 2014. The Tenant further stated that he did not wish to remain in the rental unit as he felt the building had become “toxic”. Although the Tenant disputed the issuance of the Notice, and specifically the allegations contained therein, he did not dispute the Landlord’s request that the tenancy end on the effective date.

The merits of the Notice were not considered as the Tenant agreed he was moving out dispute his disagreement with the allegations in the Notice. Therefore, I dismiss the Application to cancel the Notice as the Tenant agreed to move out of the rental unit.

Conclusion

As the Tenant agreed to move out of the rental unit in accordance with the Notice, the application to cancel the Notice is dismissed. 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: October 23, 2014

Residential Tenancy Branch

