



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

At the outset of the hearing I confirmed with both parties that the name of the landlord was the company name listed on both the tenancy agreement and the 10 Day Notice to End Tenancy for Unpaid Rent submitted into evidence. However, the tenant had named the manager of the residential property as the respondent. As such, I amended the tenant's Application for Dispute Resolution to reflect the company name and removed the manager's name.

Also at the outset of the hearing the tenant testified that he was moving out of the rental unit today and as such he sought to withdraw his Application for Dispute Resolution seeking to cancel the 10 Day Notice to End Tenancy for Unpaid Rent.

The tenant indicated that he was also seeking return of his security deposit and compensation for moving costs as well. However, as these matters were not identified in his Application for Dispute Resolution I advised the parties I would not hear these matters but that the tenant remained at liberty to file a separate Application for Dispute Resolution seeking his monetary claim.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Section 46 of the *Residential Tenancy Act (Act)*.

Conclusion

I accept the tenant's withdrawal of his Application for Dispute Resolution.

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: April 22, 2015

Residential Tenancy Branch

