



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rajpur Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MT, CNC

Introduction

The tenant originally applied to cancel this Notice on May 7, 2015. A hearing was held on June 16, 2015. Neither party attended that hearing. The tenant confirmed that she likely did not serve the landlord with Notice of that hearing. The file number is notated on the cover page of this decision.

The tenant then applied again on May 15, 2015, disputing the same Notice. The tenant explained that she suffers from some memory loss.

Both parties were present at this hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed.

Mutually Settled Agreement

The tenant said that she will need to vacate the unit and offered to move out on August 31, 2015. The landlord agreed to an end date of August 31, 2015.

The tenant confirmed her understanding of the agreement; that she must vacate the unit on August 31, 2015 and that an Order of possession would be issued providing the landlord with legal possession of the unit if she fails to vacate as agreed. The tenant said that she fully understood.

The parties were told that they could reach a mutual agreement for another date and that they could do so by signing a mutual agreement ending tenancy form available on the Residential Tenancy Branch web site.

Section 62(3) of the Act provides:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies

Therefore, in support of the mutually settled agreement of the parties I find that this tenancy will end effective August 31, 2015. The landlord has been issued an Order of possession that is effective at 1 p.m. on August 31, 2015.

The parties are at liberty to reach a written and signed mutual agreement ending the tenancy for another date.

This decision and mutually settled agreement is final and binding and 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: July 02, 2015

Residential Tenancy Branch

