



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This was a hearing with respect to the tenant's application to cancel a 10 day Notice to End Tenancy for unpaid rent. The hearing was conducted by conference call. The named tenant and the landlord called in and participated in the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy dated August 10, 2015 be cancelled?

### Background and Evidence

The rental unit is a basement suite in the landlord's house in Vancouver. The tenant applied to cancel a 10 day Notice to End Tenancy for unpaid rent. The landlord did not submit any documentary evidence. He said the tenant failed to pay rent of \$150.00 and utilities of \$93.00. The landlord does not have a signed tenancy agreement. He became very aggressive when pressed to provide details of the tenancy. In her application the tenant said that she was also served with a two month Notice to End Tenancy for landlord's use. She also said that a no contact order was made to prevent the landlord from contacting her because of threats made to her by the landlord. The tenant said that has not paid rent for October because she has been served with a two month Notice to End Tenancy and is entitled to withhold rent for the last month of the tenancy. The tenant said she is moving on October 31, 2015 and she agreed to the granting of an order for possession effective that day. The tenant does not agree that rent or utilities are owed to the landlord.

### Analysis

The tenant is moving out of the rental unit on October 31, 2015 and pursuant to her consent I grant the landlord an order for possession effective that day. This order may be filed in the Supreme Court and enforced as an order of that court.

I make no finding with respect to whether or not any amounts are outstanding for rent or utilities. The landlord is at liberty to make his own application for dispute resolution if he chooses.

### Conclusion

Because the tenant has agreed to move out on October 31, 2015 and because I have granted an order for possession by consent, I make no finding with respect to the validity of the Notice to End Tenancy for unpaid rent.

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 29, 2015

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Residential Tenancy Branch

