



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This was a hearing with respect to the tenant's application to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant and the landlord's named representatives called in and participated in the hearing. The parties exchanged documents, photographs and written statements before the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy dated May 24, 2016 be cancelled?

### Background and Evidence

The rental unit is an apartment in a high rise apartment building in Vancouver. The tenancy began August 1, 2015 for a one year term ending July 31, 2016 and thereafter on a month to month basis.

The landlord served the tenant with a one month Notice to End Tenancy dated May 24, 2016. The Notice required the tenant to move out of the rental unit by June 30, 2016. The stated reason for the Notice to End Tenancy is that the tenant, or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; has seriously jeopardized the health or safety or lawful right of another occupant or the landlord and has put the landlord's property at significant risk.

On June 2, 2016, the tenant applied to cancel the Notice to End Tenancy. The tenant submitted documentary evidence setting out her disagreement with the landlord's assertions in the Notice to End Tenancy.

I heard testimony from the landlord's representatives and from the tenant concerning the alleged grounds for ending the tenancy.

During the hearing I was advised that the tenant intends to end the tenancy on July 31, 2016 which is the end of the fixed term of the tenancy and she has provided the landlord with notice that she will move on July 31, 2016.

The landlord's representative confirmed that the landlord content to have the tenancy end effective July 31, 2016. The tenant confirmed that she has no objection to the issuance of an order of possession effective July 31, 2016.

### Analysis

Because the tenancy will end effective July 31, 2016, I make no finding with respect to the grounds for the Notice to End Tenancy.

Pursuant to the agreement of the parties the landlord will have an order of possession effective July 31, 2016, after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court.

### Conclusion

The tenancy has ended by agreement. An order of possession has been issued effective July 31, 2016. No findings of fact have been made with respect to the grounds alleged in support of the Notice to End Tenancy. I make no order with respect to the filing fee for this application.

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: July 21, 2016

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Residential Tenancy Branch