



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding XL PROPERTIES LTD. C/O BAYSIDE PROPERTY SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

This matter was scheduled for a conference call at 9:30 a.m. on this date. The landlord participated in the teleconference and despite keeping the line open and monitored for ten minutes; the tenant did not participate. At the outset of the hearing the landlord advised that they did not wish to pursue the One Month Notice to End Tenancy for Cause. The landlord also advised that the tenant has already been paid \$100.00 to cover his costs to file this application. The landlord submitted a signed document by the tenant reflecting this arrangement. Neither party submitted a copy of the notice to end tenancy. Based on the testimony, documentation and the request of the landlord, I hereby set aside any One Month Notice to End Tenancy for Cause issued up to the day the tenant applied for dispute resolution; June 27, 2016. The tenancy continues.

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: August 17, 2016

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Residential Tenancy Branch

