



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, OLC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. A Monetary Order for compensation - Section 67; and
3. An Order for the Landlord's compliance - Section 62.

The matter was set for a conference call hearing at 10:30 a.m. on this date. The line remained open while the phone system was monitored for ten minutes. The only participant who called into the hearing during this time was the Landlord. The Tenant did not appear. In the absence of the Tenant I dismiss the Tenant's application.

The Landlord states that the matter has been resolved as the Parties have entered into a mutual agreement to end the tenancy for September 30, 2016 and that no rent was payable for September 2016. The Landlord confirms that the notice to end tenancy that was being disputed by the Tenant has been signed and dated by the Landlord, gives the address of the rental unit, provides an effective date and sets out the reason for the notice.

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act

provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form. Given the confirmation by the Landlord of the content of the notice to end tenancy and noting that the notice is provided on the approved form, I find that the Landlord is entitled to an order of possession. Given the Landlord's evidence of when the Tenant agreed to vacate the unit I grant the order of possession effective 1:00 p.m. on September 30, 2016.

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: September 28, 2016

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Residential Tenancy Branch