



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greann Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant; her advocate; and an agent for the landlord.

At the outset of the hearing the parties confirmed that they had reached an agreement and that the tenant would be vacating the rental unit. The tenant declined my offer to record the agreement in this decision.

While the tenant initially wanted to proceed with this hearing so that it would be on record that she believes the landlord issued the notice on bad faith I advised that it would serve no purpose as the parties have agreed to end the tenancy. I advised that if the tenant felt she has suffered a loss as a result of the tenancy or the actions of the landlord she remained at liberty to file a claim for compensation within the applicable deadlines under the *Residential Tenancy Act (Act)*.

The tenant acknowledged she understood and withdrew her Application for Dispute Resolution seeking to cancel a 2 Month Notice to End Tenancy for Landlord's Use.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property, pursuant to Section 49 of the *Act*.

Conclusion

I accept the tenant's withdrawal of her Application seeking to cancel the 2 Month Notice to End Tenancy for Landlord's Use of Property issued by the landlord on June 29, 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 07, 2016

Residential Tenancy Branch