



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL, OLC, FF

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has applied to cancel a two month Notice to end tenancy for landlord's use, an order the landlord comply with the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

This matter was set for hearing at 1:30 p.m. on this date. Neither party attended the hearing. At 1:40 p.m. the hearing was ended.

I note that the tenant submitted information to the Residential Tenancy Branch on January 16, 2018. A copy of a document entitled "Letter of Agreement" dated January 2, 2018, indicates that the tenant has agreed to vacate the rental property on January 31, 2018. The letter is signed by L.B.W. as landlord, and the applicant. The letter indicates the tenant has accepted the Notice ending tenancy and that the tenant has undertaken to waive any further claims against a named party; that appears to be the landlord named in the tenant application for dispute resolution.

I have not been able to fully identify the parties who have signed the "Letter of Agreement" as the landlord named on the application does not clearly align with that contained in the letter.

The tenant may well have intended to cancel this hearing. However, in the absence of either party and, in the absence of clear instructions requesting cancellation I find that this application is dismissed with leave to reapply within the legislated time limits. Section 66(3) of the Act prohibits the extension of any time limit to dispute a Notice ending tenancy beyond the effective date of the Notice.

Dated: January 17, 2018

Residential Tenancy Branch