



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenants confirmed that they received the 10 Day Notice posted on the door by the landlords on June 2, 2018, I find that the tenants were duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that the tenants provided them with their dispute resolution hearing package and notice of this hearing, I find that the landlords were duly served with this package in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that the written evidence was served in accordance with section 88 of the *Act*.

At the hearing, both parties confirmed that the tenants surrendered possession of the rental unit to the landlords on July 15, 2018. As this tenancy has ended, the tenants withdrew their application to cancel the 10 Day Notice.

At the hearing, both parties confirmed that the landlords did not issue a 2 Month Notice to End Tenancy for Landlord's Use of Property or any other Notice to End Tenancy other than the 10 Day Notice cited above. The parties also agreed that, although the landlords drafted and signed a Mutual Agreement to End Tenancy, which they believed was drafted in accordance with an agreement they had with the tenants dating to July 2017, the tenants did not sign this Mutual Agreement to End Tenancy. The parties also agreed that the tenants ended their tenancy on the basis of an email they sent to the landlords on May 30, 2018, in which they stated that they would be ending their tenancy by July 15, 2018. This was in accordance with the agreement they had undertaken with the landlord in July 2017 to end this tenancy after either party provided a minimum of six week's notice to the other party.

After discussion between the parties, the tenants withdrew their application for dispute resolution.

Conclusion

This application is hereby withdrawn at the request of the tenants.

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 26, 2018

Residential Tenancy Branch

