



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALL HOLDINGS & WALL STREET MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC OPC

Introduction

Both parties attended the hearing and gave sworn or affirmed testimony. The One Month Notice to End Tenancy is dated July 30, 2018 to be effective August 31, 2018 and the tenant confirmed it was served by posting it on the door. The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution dated August 13, 2018 and the landlord agreed they received it. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for cause pursuant to section 47;

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or is the tenant entitled to any relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced about 8 years ago, rent is subsidized so the tenant is unable to recall the current amount but he says a security deposit of \$400 or \$425 was paid.

At the outset of the hearing, the landlord said they wished to withdraw the Notice to End Tenancy and they were not prepared to present any evidence on it. The tenant said he was agreeable to them withdrawing the Notice. He said he believes the landlord is trying to empty the building to do renovations.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

As the landlord has withdrawn the Notice to End Tenancy with the consent of the tenant, I find the Notice is of no effect. I cancel the Notice to End Tenancy dated July 30, 2018. The tenancy is continued.

Conclusion:

The Application of the Tenant to set aside the Notice to End Tenancy is successful as the landlord is withdrawing the Notice. I set aside and cancel the Notice to End Tenancy dated July 30, 2018. The tenancy is continued. The filing fee was waived.

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 04, 2018

Residential Tenancy Branch