



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Red Door Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNQ

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a Two Month Notice to End Tenancy Because Tenant does not Qualify for Subsidized Rental Unit, dated April 13, 2021 ("Two Month Notice").

The Tenant and an advocate for the Tenant ("Advocate") appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Landlord. The teleconference phone line remained open for over 15 minutes and was monitored throughout this time. The only persons to call into the hearing were the Tenant and her Advocate, who indicated that they were ready to proceed.

The Landlord had submitted a copy of a letter to the RTB that was addressed to the Tenant from the Landlord, and was dated June 7, 2021 ("Letter"). The Letter sets out the Tenant's rent subsidy for the year of December 2020 to November 30, 2021. Given that this was dated after the Two Month Notice, I find that it indicates that the Landlord considers the tenancy to be continuing.

The Tenant submitted a copy of an email from the Landlord dated July 6, 2021 saying that they had withdrawn the Two Month Notice. This email states:

Dear [Tenant]:

We have calculated your rent and provided you with a rent calculation letter stating we have withdrawn the Notice to End Tenancy. In this regard, you have filed the dispute resolution with the RTB, and the letter we have provided to you should be sufficient for you to cancel the dispute resolution hearing.

Regards,
[Agent]
Tenant Management and Relations

Based on these pieces of evidence and the Tenant's testimony in the hearing, I find that the Parties have jointly withdrawn the Two Month Notice. I, therefore, cancel the Two Month Notice and find it is void and unenforceable. The tenancy will continue until ended in accordance with the Act.

For the reasons stated above, I find the withdrawal of this Application is not prejudicial to the Landlord in any way. The Tenant's Application is hereby withdrawn.

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: August 31, 2021

Residential Tenancy Branch