



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR

### Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46.

The landlord, the landlord's agent, and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 9 minutes.

This hearing began at 11:00 a.m. with me, the landlord's agent, and the tenant's agent present. The landlord called in late at 11:04 a.m. This hearing ended at 11:09 a.m.

The landlord's agent and the tenant's agent confirmed their names and spelling.

The landlord's agent confirmed that she was an articulated student agent for the landlord, and she had permission to speak on his behalf at this hearing. The landlord's agent stated that she could provide English translation assistance to the landlord at this hearing because the landlord had difficulty speaking English.

The landlord confirmed that his agent had permission to represent him at this hearing. The landlord and his agent confirmed that the landlord owns the rental unit.

The tenant's agent confirmed that he had permission to represent the tenant at this hearing.

At the outset of this hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* does not permit recording of this hearing by any party. The landlord, the landlord's agent, and the tenant's agent all affirmed, under oath, that they would not record this hearing.

I explained the hearing process to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, the tenant's agent confirmed that the tenant vacated the rental unit on March 7, 2022, the landlord changed the locks, and the tenant did not want to pursue this application. The landlord and his agent confirmed that the tenant moved out of the rental unit, the landlord changed the locks, and the landlord did not require an order of possession against the tenant.

I notified both parties that the tenant's application was dismissed without leave to reapply and the landlord would not be issued an order of possession against the tenant. Both parties confirmed their understanding of same.

### Conclusion

The tenant's application is dismissed without leave to reapply.

The landlord is not issued an order of possession against the tenant.

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: April 26, 2022

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Residential Tenancy Branch