



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, FFT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord’s Use pursuant to sections 49 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant did not attend the hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 9:30 a.m. and ended at 9:40 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord KP attended the hearing. The landlord acknowledged receipt of the tenant’s Notice of Dispute Resolution Proceedings but testified she did not receive any of the tenant’s evidence.

Background and Evidence

The landlord testified that the tenant vacated the rental unit on or about April 18, 2022. On May 3, 2022, the parties met and signed a mutual agreement to end the tenancy effective May 3, 2022. No copy of the mutual agreement to end tenancy was provide by the parties. The landlord testified that the tenant provided her forwarding address in writing to the landlord and the landlord returned the tenant’s \$1,700.00 security deposit.

Analysis

Based on the undisputed evidence from the landlord, I find that the tenant accepted the validity of the Notice to End Tenancy or otherwise agreed to terminate the tenancy and, the tenant’s application seeking to cancel the Notice to End Tenancy is dismissed on this basis. As such, it is not necessary for me to determine on the merits whether the

Notice to End tenancy was valid and I make no findings with respect to its validity. As the tenant has already moved out of the rental unit, it is not necessary for an order of possession to be granted.

As the tenant's application was not successful, the tenant is not entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

Pursuant to section 44(1)(f), I find the tenancy ended on May 3, 2022, the day the tenant vacated the unit.

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: May 16, 2022

Residential Tenancy Branch