



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. Both the landlord and tenant appeared or were represented at the hearing and had an opportunity make relevant submissions and respond to submissions of the other party.

Preliminary Matter

The subject 1 Month Notice identified the Strata Corporation as the landlord and was issued by an agent for the Strata Corporation's property management company (herein referred to as DP). The tenant submitted that the Strata Corporation and DP, or its agents, are not her landlords. It was undisputed that the tenancy agreement indicates the landlord is a property management company (herein referred to as PH) hired by the owners of the property. Further, the tenant's rent payments are sent to PH.

An agent for DP made verbal submissions with respect to a Strata Corporation's ability to issue a 1 Month Notice under the *Strata Property Act* and the definition of landlord under the *Residential Tenancy Act*. I requested the agent provide his submissions in writing and I indicated I would adjourn the hearing in order to receive and consider the submissions. I also indicated that I would issue a decision or reconvene the hearing, depending upon my findings after consideration of the written submissions. Shortly thereafter, JD indicated he had to leave and he proceeded to exit the hearing.

Upon further discussion, the tenant and the agent representing PH agreed to end the tenancy effective November 30, 2013 by way of a mutual agreement. A different agent appearing on behalf of DP also indicated that he was in agreement with ending the tenancy by mutual agreement as opposed to adjourning the hearing and providing written submissions.

As it was undisputed that PH meets the definition of landlord under the Act I accepted that the agent appearing for PH has the authority to enter into a mutual agreement to end tenancy. Therefore, I accept and make the mutual agreement to end tenancy binding upon both parties. The landlord PH has been provided an Order of Possession effective November 30, 2013.

As the tenancy is set to end November 30, 2013 by mutual agreement I find it is no longer necessary to adjourn this matter in order to receive written submissions concerning the Strata Corporations' standing as a landlord or party to this dispute. This dispute is now considered resolved.

Conclusion

This tenancy shall end November 30, 2013 by mutual agreement. The landlord named in the tenancy agreement has been provided an Order of Possession effective November 30, 2013.

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: October 16, 2013

Residential Tenancy Branch

