



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF, OLC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated September 21, 2015.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was personally served on the Tenant on September 21, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was served by mailing, by registered mail to where the landlord resides.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated September 21, 2015?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began in November 2005. The present rent is \$1255 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$632.50 at the start of the tenancy.

The tenant stated that while she believes that the landlord is not acting in good faith and that the Notice is not proper she has decided that she no longer wishes to remain in the rental unit. She stated she applying her right under section 51(1) for the equivalent one one month rent to December's rent. Further, she has found alternative accommodation and will be vacating the rental unit at the end of December.

Grounds for Termination:

The Notice to End Tenancy served by the landlord relies on the following grounds:

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse
- All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit

Analysis

The tenant stated she wishes to withdraw her application. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy as withdrawn. The tenancy will end on December 31, 2015. The tenant's application to recover the cost of the filing fee is dismissed. I have not considered whether the Notice is valid or whether the landlord acted in good faith in these proceedings as those issues are no longer relevant.

Order for Possession:

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where an arbitrator has dismissed a tenant's application to set aside a Notice to End Tenancy, the arbitrator must grant an Order for Possession. The landlord made this request at the hearing. As a result I granted the landlord an Order for Possession effective December 31, 2015.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: December 17, 2015

Residential Tenancy Branch

