



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

The landlord argues that he is the owner of the home and that this is shared accommodation offered to a student, that he is the owner of the home and that the relationship is exempt from the *Residential Tenancy Act* (the “Act”).

He also notes that he has not been properly served with the application. He says that he received a registered mail package from the tenant, sent well past the three day time period set by s. 59(3) of the *Act* and that the package contained random papers; not the application documentation. He was suspicious, contacted the Residential Tenancy Branch, and discovered the fact of the tenant’s application and this hearing.

The parties disagree about even fundamental aspects of this tenancy. The landlord states that the home is composed of an unimproved basement, main floor and upper floor. The main floor contains two bedrooms, a full bathroom, a kitchen and living room. He says the upper floor contains two bedrooms and a half bath consisting of a toilet and sink. He says he rents no other rooms but to this tenant.

The tenant says the main floor contains her suite consisting of a bedroom, a bathroom, a kitchen and living room as well as a second suite occupied by a third person and

containing a kitchen. She says the upper level is occupied by the landlord and contains a kitchen and bathroom with a shower or tub.

It was determined that the tenant had moved out long ago and does not wish to return. It was pointed out that if the tenant succeeds on her application to have the Notice cancelled, then the tenancy will have continued whether she lived there or not and that she could be responsible for continuing rent payments.

After consultation with her legal advisor the tenant withdrew her application to cancel the Notice.

As a result, the questions and concerns raised by the conflicting evidence of the parties are moot; to make a determination about them would serve no practical purpose.

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 04, 2018

Residential Tenancy Branch