

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant, his advocate and two agents representing the landlord.

Issues(s) to be Decided

The issue to be decided is whether the tenant is entitled to have a 1 Month Notice to End Tenancy for Cause cancelled, pursuant to sections 47, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted the following documentary evidence:

- A copy of a 1 Month Notice to End Tenancy for Cause dated March 15, 2010 with an effective date of April 30, 2010, citing the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- Character and witness statements from three other tenants in the complex.

The landlord has submitted the following documents into evidence:

- A copy of the first page of a tenancy agreement naming the tenant and landlord noting the tenancy began as a month to month tenancy on March 1, 2000 for a monthly rent of \$325.00 that is due on the 1st of the month;
- A copy of a letter dated August 14, 2009 from the landlord to the tenant regarding a party in the tenant's rental unit on August 1, 2009 and stating that the Residential Tenancy Act and the Tenancy Agreement state that the tenant may be evicted if he is noisy between 11:00 p.m. and 7:00 p.m.; and
- A copy of a letter dated January 5, 2009 from the landlord to the tenant regarding a party on December 27, 2009 and stating that this is the tenant's final warning that if they receive any further complaints he will receive a notice to end the tenancy.

During the hearing the parties came to the following settlement:

1. The landlord withdraws the 1 Month Notice to End Tenancy for Cause dated March 15, 2010;
2. The tenant agrees to the following conditions:

- a. He stops partying in his own rental unit as well as other tenants' rental units, in particular unit # 25;
- b. He abides by the building rules;
- c. He keeps his rental unit door closed at all times; and
- d. He refrains from being intoxicated on the residential property.

Conclusion

As a result of the parties reaching this agreement, I find the tenancy remains in full force and effect.

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 04, 2010.

Dispute Resolution Officer