

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenants to cancel a 1 month notice to end tenancy for cause. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act.

### Summary of Background and Evidence

On January 4, 2011 the landlord served the tenants with a 1 Month Notice to End Tenancy for Cause: significantly interfered with or unreasonably disturbed another occupant or the landlord; seriously jeopardized the health or safety or lawful right of another occupant or the landlord; put the landlord's property at significant risk.

At the start of the hearing the landlord stated that he was withdrawing the 1 Month Notice to End Tenancy for Cause as there was no evidence to support the notice.

The parties were advised in this hearing and understood that the notice to end tenancy for cause was being set aside and that the tenancy would continue in full force and effect.

### Analysis

The landlord has withdrawn the 1 Month Notice to End Tenancy for Cause as there is insufficient evidence to uphold the Notice to End Tenancy for Cause.

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

### Conclusion

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy for Cause dated January 4, 2011 with the result that the tenancy continues uninterrupted.

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: January 27, 2011

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Residential Tenancy Branch