



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

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

Issue(s) to be Decided

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

Background and Evidence

On October 31, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause:

The tenant has:

- 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.
- breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenant testified that the landlord had agreed to set aside the notice to end tenancy if the tenant signed a 'promise to comply' agreement that states that the tenant will keep the peace and no longer play loud music.

The landlord testified that yes, they have withdrawn the notice to end tenancy and that the tenant will sign a 'conduct agreement' whereby the tenant will take full responsibility for herself and her guests and not disturb the peace and quiet enjoyment of other tenants in the building.

Analysis

The parties agreed in this hearing that the landlord's October 31, 2011, 1 Month Notice to End Tenancy for Cause has been withdrawn by the landlord and the tenancy will continue in full force and effect.

The tenant will meet with the landlord and sign a 'conduct agreement' which outlines the tenant's responsibilities for herself and her guests in regards to her tenancy.

The notice to end tenancy is hereby set aside.

Conclusion

The landlord's Notice to End Tenancy for Cause dated October 31, 2011 has been withdrawn with the result that the tenancy continues uninterrupted.

The notice to end tenancy is hereby set aside.

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: November 22, 2011.

Residential Tenancy Branch