



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Advance Realty Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

This hearing was convened in response to an application by the Tenant to cancel a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the "Act").

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

At the onset of the hearing and after taking preliminary evidence about the terms of the tenancy and the service of the notice to end tenancy for cause the Landlord stated that the Parties had reached an agreement for the tenancy to continue. The Landlord confirmed that the Tenant had agreed to some conditions in relation to disturbances by guests that were not put into writing. The Landlord then disconnected from the hearing without notice. In case the disconnection was accidental an additional 5 minutes was provided to wait for the Landlord to reconnect. In the meantime the Tenant confirmed that the Parties agreed to continue with the tenancy and that the Tenant would behave himself. The Advocate confirmed that the terms of the agreement were not known by the Advocate. Given the undisputed evidence of an agreement to continue with the tenancy I find that the notice to end tenancy is no longer valid and I cancel the notice. The tenancy continues.

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: July 24, 2017

Residential Tenancy Branch