



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This was a hearing with respect to the tenant's application to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant's legal advocate, appearing as agent for the tenant and the landlord's agent called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy dated March 31, 2015 be cancelled?

Background and Evidence

At the hearing the agents for the parties advised me that the parties have agreed to a settlement of the proceeding to dispute the Notice to End Tenancy. The parties agreed that the Notice to End Tenancy shall be withdrawn and the tenancy will continue subject to specific conditions. The agents have provided me with the settlement terms and have requested that they be incorporated into my decision as mutually agreed terms of settlement intended to be binding upon the parties.

Conclusion

Pursuant to the agreement of the parties and the landlord's withdrawal of the Notice to End Tenancy dated March 31, 2015, I order that the tenancy shall continue upon the following conditions consented to by the tenant and by the landlord:

1. The tenant will not have any contact with the occupants of units 201 and 106. He will not disturb them by yelling or by banging on the ceiling, walls or windows.
2. If the Tenant has any complaints about the occupants of 201 and 106, he will advise the Landlord by leaving a note for the Landlord in the tenants' mailbox. If

he requires immediate assistance with a noise complaint he will contact the Vancouver Police non-emergency number.

3. The Tenant may contact the Landlord by telephone for urgent matters unrelated to the conduct of other tenants (such as an urgent repair). He will not contact the Landlord by telephone after 4 p.m. except for emergency repairs as defined in s. 33 of the Residential Tenancy Act.
4. The Tenant will not use threatening or abusive language with the Landlord.

The Landlord further agrees to instruct the occupants of units 201 and 106 that they are not to have any contact with the Tenant, nor to disturb him by yelling or by banging on the floor, walls or windows.

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 26, 2015

Residential Tenancy Branch

