



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNC ERP MNR RP FF

This hearing dealt with an application by the tenant to cancel the notice to end tenancy for cause.

During the hearing, the tenant withdrew her application for the landlord to make emergency repairs. Therefore, the only issue to be considered and decided is whether the notice to end tenancy for cause should be cancelled.

On July 1, 2008, the tenant began her tenancy with an obligation to pay a monthly rent of \$1650.00 due in advance on the first of each month. On November 11, the landlord served the tenant with a notice to end tenancy for cause on these grounds: 1) the tenant was repeatedly late in paying rent; 2) the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; 3) the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and 4) the tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord said that the tenant was repeatedly late in paying rent despite verbal and written warnings. Specifically, the tenant would write her rent checks for the first of the month and give them to the landlord much later. The landlord submitted three bank deposit slips showing deposit of the tenant's rent check on

August 7, September 15 and October 10 in 2008. The landlord also submitted two warning letters dated September 2 and October 9, 2008. The tenant maintained that she had given the rent checks to the landlord on the first of the month. Based on the above, I find, on the probabilities that the tenant was repeatedly late in paying rent and she had failed to rectify the problem despite numerous warnings.

The landlord also said that the tenant and her family had unreasonably disturbed the landlord's agent living in the basement unit in the following manners: running the dishwasher till midnight and sometimes between 1 to 3 am; 2) doing the laundry between 11 pm to midnight; 3) turning the TV volume loud and until 1 am; 4) fighting sometimes involving violence. The landlord submitted telephone bills to show that the landlord had to call the tenant about the disturbances as late as 3 am. The landlord also submitted 2 letters from guests who had lived in the basement unit confirming some of the disturbances. The landlord added that on three occasions, she had contacted the police to report racial slur uttered by the tenant and the fighting between the tenants which involved violence. The tenant dismissed the fight she had with her husband as a "little argument" and crying as mourning over the death of someone. Based on the above, I find, on the balance of probabilities that the tenant had unreasonably disturbed the landlord's agent living in the basement unit.

Based on all of the above, I find that the landlord has established sufficient grounds to end this tenancy. I dismiss the tenant's application to cancel the notice to end tenancy.

The landlord requested for an order of possession and I find that she is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Dated: December 19, 2008