

# Dispute Resolution Services

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

## **DECISION AND REASONS**

**Dispute Codes:** *OPC, CNC*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. On May 12, 2009, the landlord served the tenant with a one month notice to end tenancy for cause.

The landlord applied for an order of possession pursuant to section 55 and the tenant applied to cancel the notice to end tenancy, pursuant to section 47.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Does the landlord have cause to end the tenancy or should the notice to end tenancy be set aside?

### **Background and Evidence**

The tenancy started on May 01, 2007 on a month to month basis. Rent is currently \$400.00 due on the first day of each month. At the outset of the tenancy, the tenant paid a security deposit of \$200.00.

The reasons cited on the notice to end tenancy for cause are that the tenant has allowed an unreasonable number of occupants in the rental unit, has significantly interfered with or unreasonably disturbed another occupant, put the landlord's property at significant risk, has adversely affected the quiet enjoyment, security, safety and physical well being of another occupant, caused extraordinary damage to the property and not done the required repairs to the rental unit.

**Landlord's Application**

The landlord testified that the tenant has his music blaring at all times of the day and night, resulting in complaints from other tenants, of noise disturbances and rattling windows. Visitors to the tenant's rental unit also come and go at all hours and the tenant has parties with large numbers of guests. Often, fights break out at these parties and police intervention is required.

The landlord also stated that the tenant repairs his vehicles in the parking lot and leaves car parts, tires, beer cans and other garbage strewn around his vehicle. The landlord has advised him to clean up on several occasions and has also picked up these items and placed them in the tenant's truck. However, it is not long before these items end up in the parking lot again. The landlord stated that despite several warnings, the tenant left an open pail of motor oil in the parking lot for six months before he disposed of it.

The landlord stated that there are two broken windows in the tenant's unit and one hole in the hallway caused by the tenant. The landlord has advised the tenant verbally and in writing to repair the damage and as of this date, six months later, the tenant has not yet done so.

In addition, the landlord stated that the tenant used the shelving from inside the rental unit to make boxes for the speakers in his vehicle. The tenant's vehicle has caused oil stains on the parking lot. The tenant has not cleaned it up despite several requests from the landlord to do so.

Over the term of the tenancy, the landlord has given the tenant approximately ten verbal warnings and two written warnings before serving the tenant with a notice to end tenancy. The landlord has filed copies of these warning letters and a log of the tenant's activities in the month of May 2009.

These activities include noise disturbances, complaints from other tenants, partying, noisy visitors after midnight and into the early hours of the morning, police visits, illegal parking of his vehicle, revving his engine and being disrespectful to the landlord and other tenants.

The landlord stated that she has given the tenant chances in the past, to improve his behaviour and to stop being disruptive. However, since the tenant and his guests continued to cause disturbances and made no efforts to change their behaviour, the landlord had no choice but to serve the tenant with a notice to end tenancy for cause. The landlord has applied for an order of possession effective August 01, 2009.

### **Tenant's Application**

The tenant testified that he does play loud music, but turns it down at the request of the landlord or other tenants. The tenant admitted that he broke two windows and made a hole in the hallway wall. The tenant stated that he intended fixing the windows, and was waiting for a friend from another city to get him some used windows. The tenant also stated that he had started the repair of the hole in the hallway wall, but had not completed it.

The tenant admitted that he carried out repairs to his vehicle while it was parked in the parking lot, but stated that he always kept the car parts and other items associated with the vehicle repair, out of sight. He stated that he wanted to put some tires and other car parts into storage but the unit was pad locked and he did not want to ask the landlord for access to the storage unit.

The tenant agreed that he has visitors at all hours of the night, but he stated that they are very quiet when they come up the stairs. The reason why the other tenant complains of disturbances is because his bedroom is located very close to the staircase.

### **Analysis**

The issue for me to decide is whether grounds exist to support the landlord's decision to end the tenancy. On the basis of the evidence before me I have determined that the landlord has established that grounds exist to support her decision to end the tenancy. I accept the evidence that other tenants of the building complex have been unreasonably disturbed. I also accept that there has been activity which has adversely affected the quiet enjoyment, security, safety and physical well-being of the occupants.

In addition, the tenant was given several warnings to which he paid no heed. I therefore order that the notice be upheld. As a result the application to cancel the notice is denied. I order that the tenancy shall end on August 01, 2009.

As the notice has been upheld and pursuant to section 55(2), I find that the landlord 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.

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00 pm on August 01, 2009**. The tenant's application is hereby dismissed.

Dated June 29, 2009.

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Dispute Resolution Officer