

# Dispute Resolution Services

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

## **DECISION AND REASONS**

### **Dispute Codes:**

CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy. Both parties attended the hearing and had opportunity to be heard.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on November 01, 2008. The rental unit is an apartment located in a multi-story apartment building. On May 31, 2009, the landlord served the tenant with a one-month notice to end tenancy for cause.

The notice to end tenancy alleges that the tenant has allowed an unreasonable number of occupants in the unit, has significantly interfered with or unreasonably disturbed another occupant, has put the landlord's property at significant risk and has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant.

The landlord testified that on the evening of May 29, 2009, the property manager heard some screaming and shouting coming out of the rental unit. She contacted the landlord who called out to the person on the balcony of the rental unit and the commotion ceased immediately.

The landlord also testified that on one occasion, the tenant disturbed her after midnight, asking her to open the front door of the rental unit as the tenant had lost her keys. The landlord was not sure of the date of this incident. The tenant received a verbal warning for disturbing the landlord.

The landlord filed into evidence a letter of complaint against the tenant written

anonymously by another tenant. The letter is not signed and states that the tenant causes disturbances by hosting loud parties and entertaining guests on the balcony.

The landlord has also filed a letter dated June 23, 2009, titled "second warning letter". The landlord stated that the first warning was a verbal warning. The letter cautions the tenant about the inappropriate behaviour of her guests, the drinking on the balcony through all hours of the night, throwing building keys to visitors etc.

The landlord stated that she had received additional complaints from other tenants, but did not file them into evidence. She also agreed that since the tenant received the warning letter, there have been no noise disturbances or inappropriate behaviour on the part of the tenant or her visitors.

The tenant admitted to screaming and shouting on the evening of May 29, 2009. She stated this behaviour was a reaction to some extremely bad news that she had received regarding the death of someone she was close to. She stated that this was a one time incident. The tenant also stated that her guests include her children and grand children who visit on occasion and she was not aware of the fact that they were disturbing the other occupants of the building.

The tenant stated that after she received the letter of warning from the landlord, she recognized the problems and corrected them immediately.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant has allowed an unreasonable number of occupants in the unit, has significantly interfered with or unreasonably disturbed another occupant, has put the landlord's property at significant risk and has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant.

Based on all the evidence before me, I find that the landlord has not proven her case. I accept that the tenant behaved badly on the dates in question but I am not satisfied that the actions of the tenant justify bringing this tenancy to an end.

From the limited evidence filed by the landlord it appears that the events of May 29 and

the night that the tenant lost her keys and disturbed the landlord by asking to be let into her apartment, were isolated and not an ongoing pattern of behaviour for this tenant.

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy dated May 31, 2009. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to refrain from giving other occupants reason to complain. I find it timely to put the tenants on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before a dispute resolution officer, for consideration.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue.

Dated July 22, 2009.

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Dispute Resolution Officer