



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a One Month Notice to End Tenancy for Cause.

The tenant served the landlords by with a copy of the Application and Notice of Hearing. I find that the landlords were properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

Should the notice to end tenancy for cause be cancelled? If not, have the landlords provided sufficient evidence that the Notice should be upheld and an Order of Possession be issued based on this Notice?

Background and Evidence

This month to month tenancy started on October 01, 2009. The tenant pays a monthly rent of \$675.00 which is due on the first of each month. The tenant paid a security deposit of \$337.50 around the third week in September, 2009.

The landlords served the tenant with a One Month Notice to End Tenancy on December 02, 2009. This Notice was placed in the tenants' mail slot and was deemed to have been served on



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December 05, 2009. The Notice gave three reasons to end the tenancy. The tenant or a person permitted on the property by the tenant has:

- 1) Significantly interfered with or unreasonable disturbed another occupant or the landlord
- 2) Seriously jeopardized the health, safety or lawful right of another occupant of the landlord
- 3) Put the landlord's property at significant risk.

The landlords claims that the tenant has had his girlfriend and her child staying with him at the rental unit. There are five units in total in this building and on at least two occasions the tenant and his girlfriend have created extreme noise when they have started arguments. There have been loud shouting, swearing and slamming doors. These arguments have been reported to the landlord by the other tenants living in the building. They have stated in their letters presented for this hearing that the arguments have been extremely disturbing and violent in their nature. On one occasion the tenant was removed by the Police. There have been two incidents reported to the landlords.

The landlords claims the other tenants have had their sleep disturbed and are fearful. They no longer feel safe living in this environment with the tenant residing in the building. One of the other tenants has also raised concerns to the landlords about her child having to hear these violent arguments and this child is now fearful living in the building. This tenant does not want her child exposed to domestic violence. The other tenants have described these incidents and stated that the tenants rage is frightening.

The female landlord testifies that she gave the tenant a hand written notice to end the tenancy because of these incidents on October 28, 2009, and warning letters on November 30, 2009 and December 02, 2009. The landlords gave the tenant the correct Notice on December 02, 2009.

The landlords also testify that the tenants' girlfriend is not a legal tenant of the suite. He did ask her if she could stay for a Month at the beginning of his tenancy but she has remained living there since that time.

The tenant suggests to the landlords that he signs an agreement stating that if there are any other disturbances he will leave the rental unit. The landlords decline this offer.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. I find that the tenant and his girlfriend did cause a disturbance to the other tenants on more than one occasion. I also from the evidence submitted that these disturbances were violent in nature to the extent that the police were called and the tenant was removed from the building.

All tenants have a right to live in an environment where they can feel safe and leave undisturbed particularly late at night when they are trying to sleep. Due to the nature of the tenants' arguments with his girlfriend I find that the other tenants have lost their right to quiet enjoyment of their rental units pursuant to section 28 of the Act. The landlords must protect all the tenant's rights to quiet enjoyment of their rental units and as such they have requested an Order of Possession for this tenant to protect all the tenant's rights in the future.

I find there is no evidence to suggest that the landlord's property has been put at significant risk.

I accept the tenants' arguments that these occurrences happened at a difficult time for him and although the arguments may have sounded violent to other tenants they were not violent in nature. The tenant also argues that he is generally a quiet man and is not an intimidating person. The tenant argues that it is made to seem as if he is in a rage all the time and is an aggressive male when this is not the case. However, as these arguments did occur and they did frighten and disturb the other tenants, I find the female landlords arguments more compelling that she has to consider all her tenants and their right to live in a safe environment without fear or disturbance. As the tenant continues to live in his rental unit with his girlfriend and by his own admittance that this has been a difficult relationship on occasion, I can understand the other



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tenants and landlords fears that the arguments may continue and disturb the other tenants in the future.

Consequently I find the One Month Notice is upheld and the landlords are entitled to an Order of Possession. Due to this the tenants' application is dismissed.

Conclusion

The Tenant's application is dismissed. The One Month Notice to End Tenancy for Cause will remain in force and effect.

I HEREBY ISSUE an Order of Possession in favour of the landlords effective February 01, 2010. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

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: January 13, 2010.

Dispute Resolution Officer