

Decision

Dispute Codes: CNC, FF

Introduction

This is the Tenants' application to cancel a Notice to End Tenancy for Cause, and to recover the cost of the filing fee from the Landlord.

I reviewed the evidence provided prior to the Hearing. Both parties gave affirmed evidence and this matter proceeded on its merits.

Issue to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The Notice to End Tenancy issued December 21, 2009, discloses two causes to end the tenancy:

1. Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
2. Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The Landlord's agent testified that the Tenants used to live in another rental property, owned by the Landlord, and asked to be moved to another building. The agent stated that they had some concerns because of the previous noise complaints about the Tenants, however the Landlord allowed the move and had the Tenants sign an

agreement that any future noise complaints would be met with a Notice to End Tenancy. The Tenants moved into the rental unit on December 1, 2009.

The Landlord's agent testified that another occupant complained about noise coming from the Tenants' suite on December 9, 2009. Despite the Landlord's previous warning to the Tenants, the Landlord issued another warning letter on December 10, 2009. On December 19, 2009, a security report was issued regarding loud noise coming from the Tenants' suite at 2:45 a.m. On December 20, 2009, the Landlord received two written complaints from other occupants regarding the noise level coming from the Tenants' suite the previous evening. Copies of the written complaints were entered in evidence.

The Tenant testified that their previous unit was a corner unit and they did not realize how the sound carried in their new unit. The Tenant agreed that they were noisy on the evening of December 19 and into the morning hours. She testified that the incident of December 19/20 occurred during the holidays and that they were having a party. She stated that she didn't want their guests to drive home, and so invited them to stay. She stated that she has apologized to the other occupants.

The Landlord testified that the Tenant was served with the Notice to End Tenancy on December 21, 2009. The Tenant testified that she received the Notice on December 31, 2009.

Analysis

Tenants are responsible for the actions of their invited guests. Based on the testimony of both parties, I find that the Landlord has cause to evict the Tenants based on the fact that the Tenants, or a person permitted on the property by the Tenants, have significantly interfered with or unreasonably disturbed another occupant or the Landlord. I therefore dismiss the Tenants' application in its entirety.

I find that the effective date of the end of tenancy was January 28, 2010. The Tenant asked for an extension of time to vacate the rental unit. The Landlord's agent requested an Order of Possession, effective February 28, 2010, and I make that order.

Conclusion

The Tenants' application is dismissed in its entirety.

I hereby grant the Landlord an Order of Possession **effective 1:00 p.m., February 28, 2010**. This Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

February 8, 2010

Date of Decision
