

DECISION

Dispute Codes: CNC

Introduction

This application was brought by the tenant seeking to have set aside a Notice to End Tenancy for cause served on February 23, 2010 and setting an end of tenancy date of April 1, 2010.

Issue(s) to be Decided

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

Background and Evidence

This tenancy began on September 1, 2005. Rent is \$619 per month and the landlord holds a security deposit of \$500 paid at the beginning of the tenancy.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served following the receipt of written complaints that the tenant had been playing loud music on nights and early morning hours of February 17th and 18th, 2010 and again on February 20th and 21st. The second session had continued until about 8:30 a.m.

The tenant denied have played her music loud all night and stated that the complaint was retaliatory as she had previously registered a complaint against the other tenant. However, the assistance manager of the rental complex gave evidence that, in response to a complaint, she had attended the rental unit at 1:30 a.m. and heard the disturbance first hand. She stated that she had knocked on the door but there was no answer.

There was also evidence of a disturbance in July of 2009 as a result of the tenant's former spouse attending the complex and having creating substantial apprehension on other tenants associated with his having inflicted a wound on himself. A complainant was concerned as his injuries had taken precedence over an ambulance call that had been made for an elder in a health crisis.

The landlord also submitted evidence of some concerns from 2006 but I have not considered those to be pertinent to the present notice.

The tenant stated that her former spouse was forbidden contact with her by a Peace Bond and that in the unlikely event he returned, she would request police assistance. The tenant submitted three references attesting to that she was a good neighbour, tenant and mother to her five young children.

The tenant stated that she had attempted to make peace with her neighbour by enlisting the counsel of an elder in the complex, but the neighbour had declined.

The tenant further made promise that, if the tenancy was permitted to continue, she would not give cause for complaints and she would provide that assurance in writing to the landlord.

Analysis

In taking into account the references provided for the tenant, the tenant's effort to make peace with her neighbour, the evidence given by the landlord, the fact that there have been no complaints since the notice was served, and the tenant's promise to provide the landlord with written assurance of future compliance, I find that there is a strong possibility that this tenancy can continue without incident.

Conclusion

Therefore, the Notice to End Tenancy of February 23, 2010 is set aside and the tenancy continues.

March 9, 2010