

## **DECISION**

Dispute Codes      CNC, O

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking an order to cancel a one month Notice to End Tenancy issued to him by the Landlord for alleged causes.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Is the Notice to End Tenancy valid or should it be cancelled?

### Background and Evidence

The Landlord testified that on February 28, 2010, he served the Tenant with a one month Notice to End Tenancy, to be effective on March 31, 2010. The reasons given by the Landlord in the Notice, include but are not limited to: that the Tenant allowed an unreasonable number of occupants into the rental unit; that the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, and has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; and has put the landlord's property at significant risk.

The Landlord testified that he has heard loud noise from the partying and fighting which go on in the Tenant's rental unit. He testified there have been several police attendances to the subject rental unit to deal with the problems created by the Tenant. He testified this has been going on for several months, and that he has had complaints from many other occupants in the property. He testified that when he goes to the rental unit to ask the Tenant to keep things quiet, the Tenant responds with swearing and slamming the rental unit door.

The Landlord had two witnesses testify during the hearing.

One witness testified that he lives next door to the rental unit where the Tenant lives. He testified that there has been noise and disturbances in the rental unit on an ongoing basis for several months. He testified that there are fights and banging against walls in the rental unit which have caused the pictures to fall off the walls in his own rental unit. He testified that the Tenant has friends come over that are drunk and create noise in the hallway and in the Tenant's rental unit. The witness also testified that he is fearful of the Tenant when he has been drinking. He testified he is tired of the ongoing noise.

The second witness for the Landlord testified he lives two units down from the Tenant, however, he frequently hears the noise the Tenant and his guests are making at night. He testified he hears banging sounds and noises coming from the rental unit occupied by the Tenant. He testified that he believes the Tenant has a problem with alcohol.

The Tenant admitted he had problems with drinking and making noise in the rental unit, although he testified that he was not the only one in the building creating noise and having parties. He testified he feels he is being unfairly targeted by the Landlord.

The Tenant claims the Landlord had issued him the Notice to End Tenancy because the Tenant had written the Landlord to request him to make repairs to the rental unit. He explained he has had serious problems in the rental unit, including lack of heat, broken plumbing and no air conditioning. He believes he has suffered a loss because the Landlord has refused to make repairs to the rental unit. The Tenant claims that when he threatened to take the Landlord to dispute resolution, the Landlord issued him the Notice to End Tenancy.

### Analysis

Based on the above, the affirmed testimony and evidence of the parties, and on a balance of probabilities I find that the Landlord has validly issued the Notice to End Tenancy and I dismiss the Application of the Tenant.

I find that the Tenant has unreasonably disturbed other occupants and the Landlord. I find that the Notice to End Tenancy is valid and enforceable.

I explained to the Tenant that he *may* have had a valid claim against the Landlord for repairs to the rental unit, however, he had not filed an Application for orders to have the Landlord make repairs, rather, this Application was to cancel the Notice to End Tenancy. I then explained to the Tenant that I was dismissing his Application to cancel

the Notice. I did not find the Notice had been issued in retaliation against the Tenant, in fact, I found that both the Tenant and the Landlord were respectful to each other throughout the hearing.

After I dismissed the Tenant's Application, the Tenant disconnected from the hearing without warning, before it had concluded.

Following this the Landlord stated he wanted the Tenant to vacate the rental unit at the end of the month and asked for an order of possession. Section 55(1) of the Act requires that I must grant that request.

Therefore, I find that the Landlord is entitled to an order of possession effective at **1:00 p.m. April 30, 2010**, and issue an order in those terms. This order 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: April 23, 2010.

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Dispute Resolution Officer