

DECISION

Dispute Codes CNC

Introduction

This is the Tenant's application to cancel a Notice to End Tenancy for Cause issued May 31, 2010.

The parties gave affirmed testimony and this matter proceeded on its merits.

Issues to be Decided

- Should the Notice to End Tenancy be cancelled?

Background and Evidence

The Tenant was served with the Notice to End Tenancy on May 31, 2010, by personal service at the rental unit.

The Landlord's agent AJ gave the following testimony

The Landlord's agent stated that the Notice to End Tenancy was issued by the previous Manager. She testified that the Tenant was asked several times by the previous manager to refrain from having large groups congregate in his carport, to refrain from drinking alcohol in his carport, and to refrain from playing loud music which was disturbing other tenants in the rental property.

The Landlord's agent testified that the previous manager provided the Tenant with written notice with respect to these concerns, in a letter dated May 11, 2010. A copy of the letter was entered in evidence. The Landlord's agent testified that to her knowledge there have been no further accounts of the Tenant consuming alcohol outside of his residence.

The Landlord's agent testified that on May 22, 2010, the Tenant hosted a birthday party for his son, which got out of hand. The Landlord's agent testified that there was loud music played at the party, which caused some of the other tenants to complain.

The Landlord's agent stated that the previous manager had acted on complaints of other tenants and that if those other tenants were also causing disturbances, no one had complained.

The Landlord's agent stated that she personally found the Tenant to be a good tenant.

The Tenant gave the following testimony

The Tenant stated that he had received written warning about having groups of people congregate in his carport and drinking alcohol in his carport. He stated that there were only 4 other tenants from the rental property and one friend who gathered in his carport and that they were there to watch their children while playing in the playground behind his rental unit. He stated that he had a beer or two in his carport prior to receiving the warning letter, but had not had any open alcohol in his carport since that time.

The Tenant stated that a friend of his son's started playing music really loudly one day and the Tenant immediately told his son's friend to turn it down, which he did.

With respect to his son's birthday party, the Tenant stated that he had invited eight people, but that other neighbourhood kids and their parents also showed up and it got a little loud, but the party wound up by 7:00 p.m. He testified that one of his guests attempted to drink a beer outside, but he immediately told him to take it inside.

Analysis

Based on the testimony of the parties and the documentary evidence provided, I find that the Landlord has not provided sufficient cause to end this tenancy. The Landlord's agent testified that she found the Tenant to be a good tenant. The Tenant's testimony shows that he has addressed the concerns contained in the written warning issued by the previous manager. The Tenant was forthcoming in his testimony and reasonable in his attempts to consider other tenants' rights to peaceful enjoyment. I accept the Tenant's undisputed testimony that he immediately caused his son's friend to turn off the loud music. The Landlord did not provide any evidence of continued drinking in the Tenant's carport.

The Notice to End Tenancy for Cause issued May 31, 2010, is therefore cancelled. The tenancy continues until it is ended in accordance with the provisions of the Act.

I do not find the gathering of a few other tenants in the Tenant's carport to be an unreasonable amount of people. However, the Tenant was cautioned that he may wish to cease inviting other tenants to watch their children play from his carport. He agreed.

Conclusion

The Notice to End Tenancy for Cause issued May 31, 2010, is cancelled. The tenancy continues until it is ended in accordance with the provisions of the Act.

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: July 22, 2010.

Dispute Resolution Officer