



# 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 the tenant's Application for Dispute Resolution to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant, the landlord and his agent/interpreter and a witness for the landlord.

### Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause issued on June 30, 2010, pursuant to sections 47 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenancy began on May 1, 2010 as a month to month tenancy with a monthly rent of \$475.00 due on the 1<sup>st</sup> of the month and included a security deposit of \$225.00.

The landlord submitted into evidence:

- A copy of a 1 Month Notice to End Tenancy for Cause dated May 27, 2010 with an effective date of June 30, 2010 citing the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- A copy of a 1 Month Notice to End Tenancy for Cause dated June 30, 2010 with an effective date of July 31, 2010 citing the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord testified that he had received complaints from other tenants in the residential property that the tenant was loud and was constantly making noise by slamming doors and music. The landlord stated that this happened during the first few weeks of the tenancy.

In addition the landlord stated that the police came to arrest the tenant on May 25, 2010 and this disturbed the other tenants on the property. The landlord testified that he issued a 1 Month Notice to End Tenancy for Cause on May 27, 2010 because of these disturbances. The

landlord also noted the tenant had had some type of party last night where the music was playing all night and disturbing others as a result.

The landlord further testified that he had not given the tenant any written warnings or notifications that he was disturbing other tenants and that he needed to change the behaviour or it would result in a notice to end the tenancy.

The tenant confirmed that he had been incarcerated from May 25, 2010 to June 30, 2010 and upon release the landlord issued him another 1 Month Notice to End Tenancy for Cause on June 30, 2010.

The witness for the landlord stated that the noise wasn't usually that bad but he had just hoped the tenant would be considerate of others in the residential property. The tenant testified regarding his observations of the party held yesterday and in relation to events in May 2010 he noted that it was not too bad, primarily some slamming doors.

### Analysis

While Section 47 of the *Act* allows a landlord to end a tenancy for cause if a tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, I find the landlord has failed to provide the tenant with sufficient notification that he had been disturbing others or an opportunity to change the behaviour that has been causing concern to other occupants, prior to issuing the notices to end tenancy.

In addition, while I accept the tenants activities may have been heard by other occupants and the landlord, I find the landlord has failed to establish the tenant has *significantly* interfered with or *unreasonably* disturbed another occupant or the landlord. (Emphasis added)

As a result, I grant the tenant's application to cancel the Notices to End Tenancy for Cause, as issued but the landlord. However, I note to the tenant that through these notices and this hearing the landlord has now provided sufficient notification that the tenant of the disturbing nature of his behaviour and how that must end to avoid a further notice to end the tenancy.

### Conclusion

Based on my findings, I find the tenancy remains in full force and effect.

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: August 24, 2010.

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Dispute Resolution Officer