

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This application was brought by the tenant seeking to have set aside a one-month Notice to End Tenancy for cause served on June 23, 2010 by posting on the tenant's door and setting an end of tenancy date of July 31, 2010. Causes cited on the notice included allowing an unreasonable number of occupants in the unit, significant interference or unreasonable disturbance and serious jeopardy of the health, safety or lawful rights of other tenants or the landlord, and placing the landlord's property at significant risk.

### **Issues 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 April 1, 2010. Rent is \$1,100 per month and the landlord holds a security deposit of \$550 paid on April 1, 2010.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served after a series of incidents and complaints of the tenant disturbing others by late-night loud music, arguments, and other loud noises in the rental unit and common areas of the rental building.

The landlord believed that many of the disturbances involved an unauthorized occupant of the rental unit, the tenant's boyfriend, although the tenant stated he was not an occupant but a frequent guest.

The landlord stated that she had seen him in the building wearing roller blades on about 10 occasions, despite her having asked him not to do so five times due to the potential damage to the tile floors.

On another occasion, a female knocked on the landlord's door to complaint that the subject tenant and her boyfriend had "kicked her out" as a third tenant and refused to return her money.

The landlord stated that on a number of occasions, she had attended the rental unit to speak with the tenant about the ongoing noise, but that the tenant would not come to the door. Once, a mail who answered stated he did not know the person the landlord had requested to speak with by name. The tenant stated that on at least one occasion, she had no answered as she had passed out from drinking.

In another instance, a couple visiting the tenant appeared to have an argument on the common property during which the mail hit, then kicked, the mail box.

The landlord stated that there had been three police calls to the rental unit, one involving the tenant's boyfriend being unconscious on the floor.

The landlord submitted three letters of complaint regarding disturbances from the tenants' below the subject rental unit, who finally gave notice and moved as a result.

Shortly after, the new tenants in that unit had cause to write a letter of complaint about continuing late night partying and arguing.

The landlord also submitted corroborating letters from two other tenants regarding the late night disturbances in the rental unit and common areas of the building.

## **Analysis**

Section 47 of the Act provides that a landlord make service a Notice to End Tenancy in circumstances in which, among others, the tenant or person allowed on the property by the tenant, have significantly interfered with or disturbed other occupants or the landlord and acted in a manner that jeopardized their lawful rights.

In this matter, I find that the tenant and/or her guests, have unreasonably disturbed other occupants and jeopardized their lawful rights to quiet enjoyment.

Therefore, I find that the Notice to End Tenancy of June 23, 2010 is lawful and valid and I declined to set it aside.

On hearing that determination, the landlord requested, and I find she is entitled to, an Order of Possession under section 55(1) of the *Act*, to take effect two days from service of it on the tenant.

## **Conclusion**

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, effective two days from service of it on the tenant.

August 26, 2010