

**Dispute Codes:** CNC

**Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy. Both parties attended the hearing and had opportunity to be heard.

**Issue to be Decided**

Does the landlord have grounds to end this tenancy?

**Background and Evidence**

The tenancy began on May 01, 2010. On October 29, 2010, the landlord served the tenant with a one month notice to end tenancy for cause.

The notice to end tenancy alleges that the tenant has significantly interfered with or unreasonably disturbed another occupant and has engaged in illegal activity that has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant.

The landlord stated that incidents occurred on May 11 and June 13 which caused other occupants to complain about the activities of the tenant. The landlord filed complaint letters regarding noise disturbances, from two tenants. On June 13, 2010, the landlord served the tenant with a warning letter requesting her to stop her visitors from creating noise disturbances in the building. The landlord stated that despite the warning, he received complaints from the occupant of 401 regarding a noise disturbance on October 03. The landlord also stated that the police visit the unit regularly and have informed the landlord that the tenant has a restraining order against her boyfriend, who is the main cause of the noise disturbances.

The tenant denied that there was a restraining order and also stated that the police visited her a total of three times. Twice to serve her with a subpoena and the third time to take her to the hospital after a motor vehicle accident.

The tenant stated that the tenant of 401 was a friend until they had a falling out. This person and her friends wrote the complaints which stopped once the friend was evicted. Both parties agreed that there have been no problems since October 03, 2010.

The tenant stated that the person that was the cause of the disturbances is no longer her boyfriend and if he enters the building it is for the purpose of visiting other occupants.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant has significantly interfered with or unreasonably disturbed another occupant and/or has engaged in illegal activity that has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant.

Based on all the evidence before me, I find that most of the complaints originated from an occupant of the building who had a falling out with the tenant. The other complaints were from a friend of this occupant. Since the occupant was evicted, the complaints have stopped. In addition the person who was the main cause of the problems is no longer the tenant's boyfriend and there have been no disturbances or complaints for the last two months of tenancy prior to this hearing.

I accept that the tenant and/or her guest behaved badly on the dates in question (May 11 and June 13), but I am not satisfied that the actions of the tenant justify bringing this tenancy to an end. From the evidence filed by the landlord, it appears that these incidents were isolated and not an ongoing pattern of behaviour for this tenant.

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy dated October 29, 2010. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to refrain from giving other occupants of the residential complex, reason to complain. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before a dispute resolution officer, for consideration.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue.

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: November 30, 2010.

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Dispute Resolution Officer