



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application seeking to have the 1 month Notice to End Tenancy for Cause set aside. 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.

### Issue(s) to be Decided

Should the 1 month Notice to End Tenancy for Cause be set aside?

### Background and Evidence

This tenancy began on May 15, 2010 for the monthly rent of \$800.00 and a security deposit of \$400.00. In July 2010 occupants moved into the upper unit and beginning around the end of September 2010 the landlord began receiving e-mails complaints from the tenant and the upper unit occupants.

Both the tenant and the upper occupants have complaints against the other, including noise issues. The upper occupants have made complaints that the tenant is somehow turning off the power to their unit. The landlord has investigated this problem but to date does not know what the issue is.

The landlord stated that the rental unit is older and has no sound proofing between the units so noise between the unit is definitely a problem. The landlord issued the 1 month Notice to End Tenancy for Cause after receiving two complaints about the tenant. One complaint was that the tenant had uttered a threat to the upper unit's son on November 27, 2010 and that the tenant had unnecessarily called the police about a noise complaint on December 3, 2010.

The landlord stated that the combination of the alleged verbal threat and the unfounded police call were the last straw in the problems between the occupants and she issued the notice to the tenant. The landlord stated that she has had different e-mail exchanges

with the tenant about these problems but acknowledged that no written warning was given to the tenant.

The upper occupant of the rental unit was called as a witness. He described problems with load noise coming from the tenant's unit but denied making unreasonable noise. The witness stated that any noise coming from his unit is the result of normal activities of daily living. The witness acknowledged thumping on the floor of the rental unit in an attempt to stop the tenant from making noise.

The tenant stated that he is continuously disturbed by load banging from the unit above him and that is why he contacted the police. The tenant denied uttering any threats at the upper unit occupants. The tenant indicated that he was willing to cooperate with the other occupants and the landlord in order to continue the tenancy.

The landlord stated that she was willing for the tenancy to continue if the parties could get along and resolve this dispute. The landlord and the tenant discussed an arrangement where the tenant would agree to not bang on the floor of the upper unit and not call the police regarding noise issues. The tenant also agreed to work with the landlord and the upper occupants to develop a list of 'ground rules' which would help the families live more peacefully together. This would include agreeing to times during that day when load noise, such as music or video game noise, would have to be turned down. It was also agreed that the tenant would attempt to discuss issues with the upper occupants first before contacting the landlord and that if problems persisted that the landlord could then issue written warning letters of the breach and then a notice to end tenancy.

The landlord also confirmed that she would discuss this plan arrangement with the upper occupants in an attempt to have all the parties resolving disputes in the same manner.

### Analysis

I grant the tenant's application and set aside the 1 month Notice to End Tenancy for Cause. Both the tenant and the landlord have agreed to some strategies to help ensure that any further problems at the rental unit are dealt with in a responsible and appropriate manner.

The tenant has agreed to not call the police related to noise complaints and will speak directly with the upstairs occupant's first, followed with an e-mail to the landlord. The tenant has also agreed to not thump on the floor between suites and work diligently to

live cooperatively with the other occupants in the building. The landlord will also request the same from the upstairs occupants.

Conclusion

The tenant's application is granted and the 1 month Notice to End Tenancy for Cause is set aside.

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: January 17, 2011.

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Residential Tenancy Branch