



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 to cancel a 1 Month Notice to End Tenancy for Cause. The tenant did not appear at the hearing; however, the landlord appeared and was prepared to deal with the tenant's application. In the absence of the tenant I dismissed the tenant's application.

The landlord requested a written warning be issued to the tenant with this decision in lieu of an Order of Possession.

Issue(s)

Has the landlord established that a written warning is appropriate in this situation?

Background and Evidence

For this hearing the landlord had provided a written submission with respect to an unsupervised teenage party that took place in the evening of November 26, 2010 and into the early morning hours of November 27, 2010. The caretakers testified that they spoke with the tenant about the events that took place and the tenant did not appear to appreciate the seriousness of the situation. However, there have been no further disturbances from the tenant or the tenant's son since issuing the Notice to End Tenancy.

The landlord's intention is to convey the seriousness of the events to the tenant and ensure the other tenants and the landlord's agents are not unreasonably disturbed in the future.

Analysis

Under the Act, all tenants have a right to quiet enjoyment. The right to quiet enjoyment includes the freedom from unreasonable disturbance or significant interference with their ability use of the rental unit and common areas for lawful purposes. The landlord has the obligation to protect the right of quiet enjoyment for all tenants.

Where a tenant, or a person permitted on the property by the tenant, is responsible for unreasonably disturbing other tenants, the landlord may be in breach of the landlord's



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obligation to other tenants if the landlord sits idly by and permits the disturbing behaviour to continue. Thus, a tenant who is responsible for the disturbances may be faced with a Notice to End Tenancy if the disturbing behaviour is severe or is on-going and frequent.

Having read the landlord's submissions and having heard from the landlord during the hearing I find that it is necessary and appropriate to order to the tenant to ensure that her conduct, or that of persons permitted on the property by her, do not cause unreasonable disturbance or significant interference of other tenants or the landlord.

By way of this decision the tenant is considered fully aware that future disturbances may result in the issuance of another Notice to End Tenancy for Cause by the landlord.

Conclusion

The tenant's application has been dismissed. At the request of the landlord this decision serves as a final written warning to the tenant that she, or persons permitted on the property by the tenant, must not unreasonably disturb or significantly interfere with the other tenants' right to quiet enjoyment or the landlord in the future.

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 07, 2011.

Residential Tenancy Branch