



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This application was brought by the tenant on April 1, 2011 seeking to have set aside a one-month Notice to End Tenancy for cause dated March 29, 2011 and setting an end of tenancy date of April 30, 2011.

As a matter of note, the application was made by the son of the tenant of record and with consent of both parties, I have amended the application to change the name of the tenant to that specified on the rental agreement.

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

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served after the landlord had received numerous verbal and written complaints of noise. In particular, the complaints centered on parties in the rental unit on March 18th and March 21st of 2011 involving loud music to as late as 4:30 a.m.

The landlord had initially sent the tenant a final warning letter on March 24, 2011 stating that any further complaints would result in a Notice to End Tenancy.

The landlord subsequently received further complaints leading to a further letter and the Notice to End Tenancy. However, the further complaints pertained to the same events referred to in the warning letter of March 24, 2011.

The landlord stated that, to her knowledge, there have been no further disturbances since issuance of the warning letter of March 24, 2011.

The tenant's son submitted a letter accepting full responsibility for having hosted the two parties while his mother was away on vacation. He stated that he was now fully aware that his actions could lead to the end of the tenancy.

The tenant stated that the offending sound system had been disposed of that there would be no repeat of the events of March 18 and 21, 2011.

The landlord also submitted into evidence a copy of a Decision from a dispute resolution proceeding of August 4, 2009 pertaining to disturbances caused by the tenant's dog.

Analysis

Clearly, the tenant has been in breach of provisions of the rental agreement and of section 47 of the *Residential Tenancy Act* both of which contain prohibitions against disturbance of the other tenants and the landlord.

However, given that there appear to have been no further disturbances following the final warning letter of March 24, 2011, and given that the tenant's son has accepted full responsibility and on both his and her solemn promise that there will be no further such disturbances, I find that the Notice to End Tenancy can be set aside.

However, in doing so, I would caution the tenant that evidence submitted in the present hearing could be reconsidered if there were to be a further Notice to End Tenancy on similar grounds in the foreseeable future.

In such a case, it would be self-evident that the tenant had received more than ample warning by virtue of the letter of March 24, 2011 and the Notice of March 29, 2011.

Conclusion

The Notice to End Tenancy of March 29, 2011 is set aside but with a caution to the tenant.

April 26, 2011