



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

CNC

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated February 26, 2011. Both parties appeared and gave testimony in turn.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence is whether the criteria to support a One-Month Notice to End Tenancy under section 47 of the *Residential Tenancy Act*, (the *Act*), has been met, or whether the notice should be cancelled.

The burden of proof is on the landlord to establish that the notice was justified.

Background and Evidence: One Month Notice

The tenancy began in November 2010. The current rent is \$562.00 and a security deposit of \$300.00 was paid.

The tenant had submitted into evidence a copy of the One-Month Notice to End Tenancy for Cause dated May 31, 2011 showing an effective date of June 30, 2011. The One-Month Notice to Notice to End Tenancy for Cause indicated that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord testified that the One Month Notice was issued after numerous warnings about disruptive conduct by the tenant's children. The landlord testified that the tenant often leaves the children unsupervised and there have been repeated incidents of rock-throwing, vandalism, graffiti and near-miss accidents on the roadway. The landlord testified that there have also been noise complaints, reports that the tenant has allowed a dog in the rental unit and clutter left in the tenant's carport. The landlord testified that there have been incidents where the tenant's guests have parked their car in the fire lane, been seen repairing cars in the common area and consuming alcohol. The

landlord submitted a copy of the tenancy agreement copies of communications, photographs, copies of complaints and copies of warning letters to the tenant.

The tenant disputed the landlord's testimony. The tenant argued that each time she was warned, she complied and ceased violating the quiet enjoyment of other residents. The tenant stated that she did not allow a dog to stay in the unit and had warned her guests to comply with the rules.

Analysis:

I accept the landlord's and the tenant's verbal testimony that the tenant's conduct has unreasonably disturbed and interfered with other residents in the complex and I find that this justifies the One Month Notice to End Tenancy for Cause issued by the landlord. Accordingly, I find that the tenant's application to cancel the Notice must be dismissed.

A mediated discussion ensued and the parties agreed to end the tenancy on August 31, 2011.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective August 31, 2011 at 1:00 p.m. This Order must be served on the Applicant tenant and may be enforced by the Supreme Court if necessary.

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: July 08, 2011.

Residential Tenancy Branch