



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request to cancel a 1 month Notice to End Tenancy that was given for cause, and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

The tenant was served with a one month Notice to End Tenancy on September 21, 2011 with the following reasons given for ending the tenancy:

1. Tenant or person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
2. Tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

3. Breach of a material term of the tenancy agreement was not corrected within a reasonable time after written notice to do so.

The landlord testified that:

- This Notice to End Tenancy has been given due to repeated noise complaints from other tenants about noise coming from the applicant's rental suite.
- She has given the tenant warning letters requesting that he stop disturbing the other tenants, however the disturbances just continued and he appeared to take no action whatsoever.
- When she received a further complaint on September 20, 2011 she decided it was time to take action to protect the rights of the other tenants in the rental property and therefore she has served this Notice to End Tenancy.
- She would like this tenancy to end because the applicant seems to be taking no responsibility at all for his actions and has taken no measurable steps to stop the disturbing the other tenants.

The tenant testified that:

- He does not believe that the complaints are correct as he does not intend to disturb his neighbours and is friends with many of his neighbours.
- He believes the main problem is with the building itself, as sound travels easily from one suite to another.
- He frequently hears his neighbours but does not complain because he knows that it is a function of the building construction.
- He tries not to disturb his neighbours and always plays his music softly, however in future will not play any music whatsoever after 9 p.m.

### Analysis

It is my finding that the landlord has shown that the tenant has frequently, unreasonably disturbed the other occupants of the rental property, and has breached the other tenants right to quiet enjoyment..

The landlord has supplied numerous letters of complaint from other occupants of the rental property the clearly show a pattern of ongoing disturbance.

The landlord has also shown that the tenant was given ample warning of the problems and yet the disturbances continued.

I do not accept the tenants claim that the problem is the building construction, as there have been too many complaints specifically against him.

In light of the ongoing complaints, it is my finding that the landlord does have reasonable grounds to end the tenancy and I am not willing to set the Notice to End Tenancy aside.

### Conclusion

This application is dismissed in full without leave to reapply, and have issued an Order of Possession to the landlord for 1 p.m. on October 31, 2011.

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: October 28, 2011.

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Residential Tenancy Branch