



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and his advocate and one of the landlords.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began on July 15, 2011 as a month to month tenancy for a monthly rent of \$500.00 due by the 1st of each month and a security deposit of \$250.00 was paid.

The parties also agree that on December 5, 2011 the landlord posted on the tenant's door a 1 Month Notice to End Tenancy for Cause dated December 5, 2011 citing the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The tenant testified he received the Notice on December 5, 2011. A copy of the notice was not provided into evidence.

The landlord testified that they had received complaints from the tenants above and below the rental unit and from neighbours about disturbances caused by this tenant yelling at them. The landlord testified that they had spoken to the tenant and told him they had received these complaints.

The tenant testified that the landlord did not discuss this with him until they gave him the 1 Month Notice and that in fact, it was the other tenants who were continually arguing that was disturbing him and that he only yelled back at the other tenants to get them to be quiet.

He also stated when he had gone outside to get some quiet the neighbours were out on their deck and were being very loud and he told them to be quieter as well. The tenant asserts that he would only yell back other tenants or neighbours to try to get them to stop disturbing him.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if among other things the following applies: The tenant or a person permitted on the residential property by the tenant has

- i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
- ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- iii. Put the landlord's property at significant risk;

I find the landlord has failed to provide any evidence or witnesses to establish this tenant was disturbing any other residents in the residential property or that she had provided the tenant with any warnings regarding his alleged behaviour or the consequences should it continue.

I find the landlord has failed to establish that there is cause to end the tenancy in accordance with Section 47. I grant the tenant's Application to cancel the 1 Month Notice to End Tenancy for Cause issued on December 5, 2011.

However, I note that as a result of this notice and this hearing the tenant should consider that he has been sufficiently warned of how seriously the landlord considers any disturbances caused by any tenant in the residential property, including himself. The tenant should also consider that he has been sufficiently warned of the potential consequences should a tenant cause disturbances to other tenants.

Conclusion

For the reasons noted above, I find the tenancy remains in full force and effect.

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: December 21, 2011.

Residential Tenancy Branch