



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 and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

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

All testimony was taken under affirmation.

Issue(s) to be Decided

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

Background and Evidence

The landlords testified that:

- The Notice to End Tenancy has been given because of the ongoing noise disturbances caused by the tenant's roommate.
- They had no problems with the tenant and had no noise complaints until she moved in a male friend and ever since then they have had numerous complaints of loud noise and swearing coming from the rental unit.
- The tenants living in the rental unit below these tenants find the loud arguing and swearing very disturbing to the point where they are afraid for the safety of the female tenant above them.
- There was also a violent attack at the rental property in which the tenants roommate was injured, however he refused to cooperate with the police which leads them to believe that he is somehow involved in the attack.

- The other tenants in the rental property are being unreasonably disturbed and therefore they want this tenancy ended.
- They did offer to allow the tenant to stay if she would move out her roommate however she has refused to do so.

The tenant testified that:

- Her roommate is not loud with her; however he does get into loud arguments with his sister when she is over, and she is over on a regular basis.
- It's just normal sibling arguing and although it does at times involved loud swearing she does not believe it is an unreasonable disturbance.
- They also has people over at times whose speak quite loudly and use foul language, however she cannot control how other people talk and therefore do not believe it is her fault.
- Her roommate was the victim of an assault at the rental property, and he got a concussion and does not remember what happened and that is why she allowed him to move back in, as she could not let him live on his own in that condition.

Witness for the tenant testified that:

- She is the sister of the tenant's roommate, and is at the rental unit almost daily.
- Her brother does not argue with the tenant, he argues with her, however those arguments are not that loud.
- Even if the arguments do get loud on occasion she does not believe that it is any of the other tenants business, if the arguments take place behind closed doors.
- She has been there when some of the tenants friends have gotten loud, however when they do so the tenant has asked them to leave by 10 o'clock at night.

Analysis

It is my decision that the landlords do have reasonable grounds for ending this tenancy.

The tenant herself has admitted that her roommate does have loud arguments with his sister and at times uses foul language, and it is my decision that is not reasonable for the other tenants to have to endure the noise caused by these loud arguments.

Further I prefer the landlord's evidence over that of the tenant in this case because the tenants witness contradicted some of the things that were said by the tenant.

The tenant admitted that there were loud arguments with swearing between her roommate and his sister however the sister stated that they did argue but it was not that loud.

The tenant also argued that she has no control over how loud her friends talk or whether or not they swear, however if they are invited guests of the tenant she is still responsible for their actions, and is my finding that those actions are unreasonably disturbing the other occupants of the rental property.

Therefore I will not set aside the Notice to End Tenancy and this tenancy ends on December 31, 2011.

Conclusion

This application is dismissed without leave to reapply and have issued an Order of Possession to the landlords for 1:00 p.m. on December 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: December 05, 2011.

Residential Tenancy Branch