



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 an application by the tenants to cancel a notice to end tenancy for cause.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

Background and Evidence

On February 25, 2012 the landlord served the tenants with a 1 Month Notice to End Tenancy for Cause:

- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
- jeopardized a lawful right or interest of another occupant or the landlord;
- breached of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so
- Residential Tenancy Act only: security deposit or pet damage deposit was not paid within 30 days as required by the tenancy agreement

The tenant testified that most of the problems related to noise happened last year and she and her roommate have not been fighting and disturbing the other tenants in the building. The tenant stated that she has no problems with the other tenants in the building and they have no problem with her. The tenant stated that most of the issues recently have been because of the teenager who lives next door. The tenant stated that the teenager taunts her roommate, kicks their door and yells profanities at their door when he walks by.

The landlord testified that from the start of the tenancy there have been complaints from the other tenants in the building due to the tenants being very loud and fighting. The landlord stated that when he gave the tenants a warning letter on February 4, 2012 that the male tenant ordered the landlord to come inside the rental unit and when he declined the male tenant started yelling and cursing at the landlord.

The landlord stated that this incident coupled with the repeated warning notices and written complaints from 3 other rental units on the tenant's floor culminated in the notice to end tenancy for cause. The landlord stated that he had spoken to the tenant numerous times in the past that the disturbances had to stop but that have not. The landlord stated that due to how things have escalated he is now concerned for the safety of the other tenants in the building. The landlord also pointed out to the tenant that the police have been called to attend to the rental unit on a number of occasions.

The landlord stated that the tenants were served with warning letters in regards to the on-going issues on:

- February 4, 2012
- November 21, 2011
- November 12, 2011
- November 9, 2011
- November 7, 2011
- November 5, 2011
- November 2, 2011

The tenant stated that she wished to stay in the rental unit and that her roommate was leaving at the end of the month. The tenant stated that she on her own was very quiet and did not cause problems in the building. The landlord stated that he is concerned that the roommate would eventually return and that he did not want to continue the tenancy for either tenant.

The landlord agreed to an end of tenancy date of April 15, 2012 and advised the tenant that he had names and phone numbers of societies that could help the tenant secure new housing and possibly help the tenant move. Any time extensions for vacating will be discussed by the landlord and tenant at a future date.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to have the notice to end tenancy for cause upheld and are entitled to an order of possession.

Evidence shows that the landlord for months has given the tenants repeated warnings to cease the noise and fighting however the landlord continues to receive complaints from other tenants due to the noise from fighting, coming from the tenant's rental unit. The landlord has also established that because of the negative relationship that the male tenant has with other tenants in the building, he is concerned that the confrontations could escalate.

The tenant's application is hereby dismissed without leave to reapply with the resulting effect that the tenancy will end on April 15, 2012 at 1:00 PM.

Conclusion

The tenant's application is hereby dismissed without leave to reapply with the resulting effect that the tenancy will end on April 15, 2012 at 1:00 PM.

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: March 21, 2012

Residential Tenancy Branch