



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 Tenants' Application for Dispute Resolution, seeking to cancel a one month Notice to End Tenancy issued for alleged cause.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Should the one month Notice to End Tenancy be cancelled?

Background and Evidence

On March 7, 2012, the Tenants were personally served with a one month Notice to End Tenancy by the Landlord, with an effective date of May 1, 2012 (the "Notice").

The Notice indicates that the Landlord wants to end the tenancy because the Tenants significantly disturbed another occupant or the Landlord.

The Agents for the Landlord testified that the Tenants have been warned several times about noise and other disturbances coming from the rental unit. On November 15, 2011, the Tenants were given a caution letter for too much noise coming from the rental unit, following an incident where the police were called for loud, disturbing noise. On November 24, 2011, the Tenants were given a caution letter about smoking marijuana in the entrance and hall of the rental unit.

The Agent further testified that on March 4, 2012, one of the Tenants was arrested on an allegation of stabbing a person in a building next door. One of the Agents for the Landlord testified he heard the victim of the stabbing identify the female Tenant as the person who stabbed him.

The police were called and attended the subject rental unit to search for the weapon used in the stabbing. According to the submissions of the Landlord, some of the other units had to be evacuated during the police investigation.

The Tenants testified that the noise complaint was not valid as the noise had occurred during the day, and not after 11:00 p.m. As to smoking marijuana in the rental unit, the Tenants say everyone in the building drinks alcohol and smokes marijuana.

The Tenants further testified that the Landlord has no crime free housing addendum in the tenancy agreement.

The female Tenant testified she did not stab the neighbour next door. Rather, she was attempting to take the knife away from the person who did the actual stabbing. She further testified that the police did not have a warrant to search the rental unit and therefore, they should not have come into the rental unit.

The Tenants testified that for these reasons the Notice should be cancelled.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Notice is valid and should not be cancelled. I find that the Tenants have unreasonably disturbed other occupants of the building. Therefore, I dismiss the Application of the Tenants.

It was explained to the Tenants during the hearing that the issue of the stabbing itself was a criminal matter and subject to the criminal law, while the tenancy is a civil matter, subject to the Residential Tenancy Act.

I find that by their actions and behaviour the Tenants have unreasonably disturbed other occupants in the building. Furthermore, the actions of the Tenants have interfered with the other occupants right to quiet enjoyment of their respective rental units.

I found that the Tenants' evidence lacked credibility. In their Application the Tenants wrote, "... we had absolutely nothing to do with it [the stabbing]." Yet in testimony during

the hearing, the female Tenant stated that she was involved in a scuffle next door, which led to the stabbing, and tried to take the knife away from the person who stabbed the victim. I find this, and other inconsistencies in their testimony, brings the credibility of the Tenants into question.

After I dismissed the Application of the Tenants, an Agent for the Landlord requested an order of possession. Under section 55 of the Act, I must grant that request.

I grant the Landlord an order of possession effective at **1:00 p.m. May 1, 2012**. This order is enforceable in the Supreme Court of British Columbia.

This decision is final and binding on the parties, except as provided under the Act, and 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: April 02, 2012.

Residential Tenancy Branch