



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Signature Club Suites
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have confirmed receipt of the notice of hearing package, I am satisfied that both parties have been properly served.

The Tenant has submitted a documentary evidence package which the Landlord has acknowledged receiving. The Landlord has submitted a late documentary evidence package which the Tenant states that she did not receive. The Landlord states that it was sent by Canada Post Registered Mail on June 26, 2013 and has provided in her direct testimony the Customer Receipt Tracking number. The Landlord also states that an on-line search shows that the package was in transit and an attempted delivery was made on June 27, 2013 and again on July 2, 2013 where notices were left for the Tenant to pick up the package. The Tenant states that she has been in Ontario since June 27th and has not received the evidence package. Although the Landlord filed the evidence late, in reviewing the evidence with the Tenant, the Tenant has acknowledged that she is aware of 2 out of 3 of the "written notice" and a similar letter of complaint from the other Tenant, I find that the Landlord's evidence is accepted as it forms a material part of the notice to end tenancy issued for cause and that the Tenant is aware of the contents and has copies of them.

Issue(s) to be Decided

Is the Tenant entitled to an order cancelling a notice to end tenancy?

Background and Evidence

Both parties agreed that the Tenant was served with a 1 month notice to end tenancy issued for cause on May 30, 2013 in person. The notice shows an effective date of June 30, 2013 and one reason for cause.

-Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The Landlord states that a letter received June 17, 2013 of multiple complaints have been received from one Tenant (#210) complaining of excessive noise in the form of "screaming, shouting, singing and loud voices" that are "almost daily". "The incredible amount of constant noise over the last 9 months has really caused a problem for me." The Tenant disputes that any noise was coming from her rental unit. The Landlord states that 3 written notices were given to the Tenant dated November 14, 2012, December 28, 2012 and March 27, 2013 regarding excessive noise. The Tenant states that she has only received the first 2 written notices. The Landlord states that the Tenant received the 3rd notice dated March 27, 2013 as well since she has referred to it in her details of dispute which was filed on June 4, 2013. The Tenant states that she never contacted the Landlord to speak to the loud noise complaints. The Tenant has provided copies of 3 letters from neighboring Tenants which state that there has not been any excessive noise from her rental unit. The Landlord's Agent, L.S. states that she has only investigated the noise complaints twice in February 2013 where she attended the complainants rental unit and heard loud noises from the Tenant's unit. The Landlord's Agent states that she did not give any warnings to the Tenant until the March 27, 2013 written notice.

Analysis

I accept the undisputed testimony of both parties and find that the Tenant has been properly served with the 1 month notice to end tenancy issued for cause dated May 30, 2013.

Although the Tenant has provided letters from neighboring Tenants as to their impressions on a lack of excessive noises, I find that the Landlord has established a reason for cause. I also note that one of these neighboring tenants has provided an address for the same unit as the tenant in this "formed letter". The Tenant has acknowledged that she has received repeated "written notices" of excessive noise from the Landlord for which she did not dispute with the Landlord. The Landlord has provided written notice of excessive noise on the part of the Tenant and has shown that

these actions have significantly interfered with and/or unreasonably disturbed another occupant or the landlord. On a balance of probabilities, I prefer the evidence of the Landlord over that of the Tenant. The Tenant's Application to cancel the notice to end tenancy is dismissed. The Landlord has made it clear that they wish to end the tenancy and obtain an order of possession. The Landlord is granted an order of possession. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The Tenant's Application is dismissed.
The Landlord is granted an order of possession.

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: July 04, 2013

Residential Tenancy Branch