



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 to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Issue(s) to be Decided

Should the Notice to End Tenancy be upheld or cancelled?

Background and Evidence

The tenancy started nearly three years ago and the tenant is required to pay rent of \$550.00 on the 1st day of every month. On July 9, 2013 the landlord mailed a 1 Month Notice to End Tenancy for Cause (the Notice) to the tenant. The Notice indicates four reasons for ending the tenancy although the landlord withdrew one of the reasons during the hearing. The remaining reasons for ending the tenancy, as stated on the Notice, are that the:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord
 - put the landlord's property at significant risk

The landlord testified that the landlord has received complaints that people the tenants permits into the building have disturbed other tenants living in the building by running up and down the interior stairs while intoxicated; the landlord has received a complaint that

the tenant's guest was seen selling drugs from the window of the rental unit; and, three windows of the rental unit have been broken during the past year.

I heard undisputed testimony that the landlord has had several conversations with the tenant about the people the tenant permits into the building but the offending behaviour has recurred on several occasions. I was not presented any evidence that the landlord had ever given the tenant a written warning about the disturbing conduct of his guests.

The tenant acknowledged that two windows were broken by friends of his ex-girlfriend but that he has taken steps to ensure they do not return to the property.

The tenant testified that he very much wants to maintain this tenancy and since receiving the eviction notice he has taken action to ensure other occupants are not disturbed by people he permits to enter the building. The tenant stated that he now understands that he is responsible for the conduct of his guests or people he permits to enter the building and that he will ensure he does not allow those people to disturb other tenants residing in the building or damage the landlord's property.

The landlord acknowledged that in the past few weeks the disturbing behaviour has greatly improved. The landlord indicated a willingness to continue with the tenancy at this time on the condition this proceeding be seen as a final warning to the tenant that he must not permit or otherwise allow his guests to disturb other residents of the property and that any future disturbances shall result in issuance of another 1 Month Notice. The tenant indicated that he understood and was agreeable to this condition.

Analysis

Under the Act a landlord is obligated to protect the quiet enjoyment of the tenants living at the residential property. Where tenants are being unreasonably disturbed by another tenant, or by persons a tenant allows into the building, the landlord has the right to pursue ending the tenancy of the offending tenant.

Where a tenant, or a person permitted on the property by the tenant, has caused a disturbance at the property a landlord may issue a warning letter to the tenant in an effort to curb future disturbances; however, issuing a warning letter is not mandatory.

After discussing the tenant's obligations with the tenant during the hearing I am satisfied the tenant now fully understands that he is responsible for the conduct of the persons he permits on the property and that conduct that unreasonably disturbs other occupants or damages the landlord's property is a basis for ending his tenancy.

Given the tenant now fully understands his obligations and the landlord's willingness for this decision to serve as a final written warning I find it appropriate in the circumstances to cancel the 1 Month Notice and issue a warning to the tenant by way of this decision.

Since the 1 Month Notice issued July 9, 2013 has been cancelled the tenancy continues at this time. **By way of this decision, the tenant is cautioned that future disturbances or damage to the landlord's property by him, or persons he permits on the property, may result in the landlord issuing another 1 Month Notice.**

Conclusion

The 1 Month Notice has been cancelled and the tenancy continues at the time. This decision serves as a final written warning to the tenant that he must ensure the persons he permits on the property do not unreasonably disturb other occupants or damage the residential property.

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: August 28, 2013

Residential Tenancy Branch

