



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking to cancel a One Month Notice to End Tenancy for cause, and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided 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.

Background and Evidence

This tenancy began in January of 2013, with the parties entering into a written tenancy agreement, which had one addendum. There are two Tenants listed on the tenancy agreement, and the Tenants currently live with their two children in the rental unit.

The Landlord had issued the Tenants a One Month Notice to End Tenancy for cause, alleging the Tenants had significantly interfered with or unreasonably disturbed another occupant or the Landlord, and this Notice was dated August 25, 2014. The Tenants disputed this Notice in this Application.

The Agent for the Landlord testified that the Tenants have been issued several warning letters about problems occurring at the rental unit, including but not limited to:

1. June 24, 2014, the Tenants or their guests were smoking in the stairwells and had been the subject of noise complaints for being too noisy at night.
2. August 19, 2014, the Tenants or their guests were smoking marijuana on the property and had caused frequent false alarms with the smoke detectors going off disturbing other occupants.
3. August 19, 2014, the Tenants or their guests were dumping refuse (including furniture), next to the building dumpster (the Tenants were fined for removal and dump fees and have paid this fine).
4. August 25, 2014, the Tenants or their guests were outside partying and disturbing other occupants.
5. September 1 and 16, the Tenants or their guests caused more false fire alarms from system, and police had attended for noise complaints.

The Tenants also testified that the police had attended on one earlier occasion for noise, on June 24, 2014. The Tenants denied they were disturbing other people at the time when the police attended.

The Agent for the Landlord set out these complaints and further testified she had issues with the condition of the rental unit being not reasonably clean and explained the Tenants had damaged some items in the rental unit. The Tenants agreed they had caused some damage but were in the process of making these repairs and that they were trying to keep the rental unit cleaner.

The Tenants testified that the majority of these complaints arose due to the brother of one of the Tenants. According to the Tenants this brother has a learning disability. The Tenants explained they had the permission from the Agent for the Landlord for the brother to live with them; however, the brother has now left the rental unit permanently.

The Tenants testified the brother would not be allowed to live with them or stay at the rental unit anymore. They explained he caused the noise and did have problems cooking, which would set off the smoke detectors, and they or the brother may have had guests contributed to these issues as well.

It appeared from the testimony and evidence of the parties that the majority of the complaints arose following the brother beginning to live with the Tenants. The Agent for the Landlord agreed that the noise complaints did coincide with the brother coming to live with the Tenants. The Agent also had issues with how the Tenants were maintaining the rental unit.

The Tenants are now aware that they are responsible for the conduct of their guests at the rental unit property.

The Tenants testified that they do not want the tenancy to end and they want to stay in the rental unit, as they like the location and the rent rate. They did not want to move, although they have been looking for a different rental unit. They alleged they had some issues with the building superintendent who lives above them, but hoped they could work this out with the Agent for the Landlord.

I explained to both the Agents and the Tenants that any further complaints should be put into writing. For example, if the Tenants have a complaint about the superintendent they must put these in writing and give it to the Agent. Likewise, if another renter or an agent of the Landlord makes a complaint about the Tenants this should be put into writing as well.

During the course of the hearing, the Agent for the Landlord and the Tenants made an agreement which would allow the tenancy to continue.

The Tenants acknowledged this was their last chance to rectify the issues and bring their tenancy back into, "good standing".

The parties agreed as follows:

1. The Tenants will abide by the terms of the tenancy agreement and the Act, which includes keeping the rental unit reasonably clean and repairing any damages they or their guests may have caused in the rental unit or building, and they and their guests will not disturb other occupants in the building with unreasonable noise;
2. The Tenants will not have anyone else live with them in the rental unit except their two children;
3. The Tenants agreed they will not have any overnight guests and are responsible for the conduct of their guests while at the rental unit and building;
4. The Tenants will make their rent payments on time;
5. The Agent for the Landlord may inspect the rental unit monthly, by giving the Tenants the 24 hour written notice as required under the Act; and
6. If there are any further breaches of the Act or the tenancy agreement the Landlord may issue the appropriate Notice to End Tenancy and may use a copy of this Decision in evidence to show that the Tenants had been given one final opportunity to bring their tenancy back into good standing.

Given the agreement of the parties to resolve this dispute, I find it is appropriate to set aside the Notice to End Tenancy dated August 25, 2014.

As the parties have come to a mutual agreement to resolve the dispute, I do not find it is appropriate to award the filing fee for the Application.

Conclusion

The parties came to a mutual agreement that the Tenants will be given one last chance to bring their tenancy back into good standing.

If the Tenants breach the Act or tenancy agreement the Landlord may issue another Notice to End Tenancy and may use this decision to show the Tenants had a final opportunity to try and rebuild a positive tenancy relationship.

This decision is final and binding on the parties, unless otherwise 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 Act.

Dated: October 27, 2014

Residential Tenancy Branch

