



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 for Dispute Resolution seeking to cancel a notice to end tenancy. The hearing was conducted via teleconference and was attended by the tenant and the landlord.

During the hearing the landlord did not request an order of possession should the tenant be unsuccessful in his Application for Dispute Resolution.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Sections 47 of the *Residential Tenancy Act* (Act).

Background and Evidence

The parties agreed the tenancy began on October 1, 2014 as a 1 year fixed term tenancy for a monthly rent of \$1,550.00 due on the 1st of each month with a security deposit of \$775.00 paid.

The tenant (Annie) submitted a copy of a 1 Month Notice to End Tenancy for Cause issued by the landlord on February 8, 2015 with an effective vacancy date of March 11, 2015 citing the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord submits that another tenant (Christine) in the rental unit complained to the landlord about three specific incidents including one noise complaint and two complaints about guests in the rental unit.

The landlord submits that on one occasion Christine came home and found two men that she did not know in her living room and on another occasion Annie's boyfriend was

in his underwear in the apartment. The landlord submits that Christine raised these issues with Annie but that Annie ignored Christine's complaints.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property or seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Section 28 of the *Act* states a tenant is entitled to quiet enjoyment including, but not limited to, rights to the following: reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with Section 29; and the use of common areas for reasonable and lawful purposes, free from significant interference.

In the case before me I find the matter is a dispute between two roommates and that the grounds identified by the landlord to end the tenancy are in fact based on issues that if allowed would be contrary to the tenant's rights to reasonable privacy and exclusive possession of the rental unit.

That is to say tenant Annie has the right to invite whatever guests she wants to her rental unit and if her roommate Christine does not know these guests or does not feel safe as a result of these guests it is a matter between the two tenants. I find, based on the circumstances described by the landlord that the landlord cannot intervene as it would be interfering with the tenants' rights outlined under Section 28.

Conclusion

Based on the above, I cancel the 1 Month Notice to End Tenancy for Cause issued on February 8, 2015 and find the tenancy remains in full force and effect.

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 10, 2015

Residential Tenancy Branch

