



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Dennison Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 47 of the *Residential Tenancy Act* (the “Act”) for an Order cancelling a notice to end tenancy.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord agrees that it is understood that the application was made for the purpose set out above.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

### Background and Evidence

The tenancy started on April 1, 2005. Rent of \$1,150.00 is currently payable monthly on the first day of each month. On February 19, 2015 the Tenant was given a one month notice to end tenancy for the following reasons:

- Tenant or person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- Tenant has engaged in illegal activity that has or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord; and

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Landlord states that no illegal activity is alleged and withdraws this reason. The Landlord states that she is unaware of which section of the tenancy agreement is the material term in question. The Landlord states that only the Strata has complained of noise from the Tenant's unit over the past three years and that the Landlord has no evidence in relation to the basis of the Strata's complaints other than its letters to the Landlord. The Landlord states they only know of two recent incidents, one of which occurred in October 2014 and a more recent complaint from February 2015. The Landlord accepts that the noise from the October 2014 incident was reasonably explained by the Tenant who had inadvertently remotely connected his computer to start playing music. The Landlord states that the Tenant provided a letter from another person that the Tenant was not in the unit during the time of the complaint in February 2015. The Landlord does not dispute this letter.

The Tenant states that no noise has been made by the Tenant.

### Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Given the lack of evidence of a material term that was breached, I find that the Landlord has provided insufficient evidence to end the tenancy for this reason. Given the lack of additional evidence for the basis of the noise complaints from the Strata, considering that the Landlord accepts that the incident in October 2014 was inadvertent and does not dispute the letter stating that the Tenant was not in the unit for the February 2015 complaint, I find that the Landlord has not substantiated that any of the reasons for the Notice is valid. I find therefore that the Tenant is entitled to a cancellation of the Notice. The tenancy continues.

Conclusion

The Notice is cancelled and of no 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: April 13, 2015

---

Residential Tenancy Branch

