



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Bros.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC

Introduction

This Hearing was scheduled to hear the Tenants' application to cancel a *One Month Notice to End Tenancy for Cause* (the "Notice") issued February 24, 2015.

The hearing process was explained and both parties provided affirmed testimony.

It was determined that the Tenants hand delivered the Notice of Hearing documents and copies of their documentary evidence to the Landlord on March 3, 2015. It was also determined that the Landlord provided the Tenants with its documentary evidence by registered mail sent March 23, 2015.

Issues to be Determined

Should the Notice be cancelled?

Background and Evidence

This tenancy began on October 1, 2014. Monthly rent is \$895.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$447.50 on September 17, 2014.

The Landlord served the Tenants with the Notice on February 24, 2015. The Notice provides the following reasons for ending the tenancy:

- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant of 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 of the landlord; and jeopardize a lawful right or interest of another occupant or the landlord. [my emphasis added]

The Landlord provided copies of five written complaint letters from other occupants in the building regarding noise disturbances coming from the Tenants' home.

The Landlord did not provide evidence of illegal activity.

The Tenants did not dispute that they disturbed other occupants. They stated that it was not their fault because one of the Tenants has a disability and suffers from seizures and the other Tenant has cognitive impairment. The Tenants provided copies of their doctor's notes in evidence.

The Landlord's agent stated that she would provide the Tenants with more time to find alternate accommodation. She requested an Order of Possession effective April 30, 2015.

Analysis

The Tenants do not deny causing noise disturbances on several occasions. The Landlord has a responsibility to the other occupants under Section 28 of the Act to provide them with freedom from unreasonable disturbance. Based on the testimony of both parties, I find that the Tenant has significantly interfered with other occupants or the Landlord and that the Landlord's Notice is a valid notice. I dismiss the Tenants' application to cancel the Notice to End Tenancy.

Section 55(1) of the Act states:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director **must** grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,
- (a) the landlord makes an oral request for an order of possession, and
 - (b) the director dismisses the tenant's application or upholds the landlord's notice.

I find that the effective date of the end of the tenancy was March 31, 2015; however, the Landlord seeks an Order of Possession effective April 30, 2015.

Further to the provisions of Section 55(1) of the Act, I hereby provide the Landlord with an Order of Possession **effective 1:00 p.m., April 30, 2015.**

Conclusion

The Tenants' application is **dismissed without leave to re-apply.**

I hereby provide the Landlord with an Order of Possession **effective 1:00 p.m., April 30, 2015**. This Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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 03, 2015

Residential Tenancy Branch

