



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

The tenants applied to cancel a 1 month Notice to end tenancy for cause issued on March 27, 2015.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing and present affirmed oral testimony and to make submissions during the hearing.

Neither party made a written submission.

The landlord confirmed receipt of the hearing documents on April 9, 2015.

Issue(s) to be Decided

Should the 1 month Notice to end tenancy for cause issued on March 27, 2015 be cancelled?

Background and Evidence

The tenants have rented from this landlord for some time; the last eight months in the current rental unit. Rent is due on the first day of each month.

The landlord and tenants agreed that a 1 month Notice to end tenancy for cause was issued on March 27, 2015. The Notice had an effective date of April 26, 2015.

The Notice included one reason:

- 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.

There was no dispute that at times the tenants yell and scream at each other. The landlord could not provide any dates or times that this occurred with the exception of last week when the male tenant was yelling and then left the building. Outside of the Notice in dispute there was no evidence of any warnings issued to the tenants.

The landlord said that she is not aware of any warnings issued to the tenants or any investigation of the disturbances caused to other occupants of the building. The agent who issued the Notice was not present at the hearing. That agent lives across the hall from the

tenants and reports that they are causing disturbances to other occupants as a result of the shouting that can occur at any time of day. The tenants also have many visitors coming to the home. The landlord suggested this could be the result of drug activity.

Analysis

After considering all of the written and oral evidence submitted at this hearing, I find that the landlord has provided insufficient evidence to show that the tenants have significantly interfered with or unreasonably disturbed another occupant or the landlord to the degree that supports eviction.

The landlord did not attend the hearing with any evidence of disturbances however the tenants did admit to having caused the occasional disturbance as the result of yelling and screaming. There was no evidence before me as to when the disturbances, outside of one recent event, occurred.

During the hearing the tenants were warned that they have now been given notice that their behaviour has disturbed other occupants and the landlord. The tenants understand that yelling and screaming is not acceptable at any time of the day as the landlord has an obligation to protect the quiet enjoyment of other occupants of the building.

In relation to the number of guests, there was no evidence before me that the guests have caused any disturbance or that they are coming and going during the night. A tenant may have guests but a tenant is responsible of the actions of their guests, who may not disturb other occupants or the landlord.

The parties were encouraged to communicate in writing, in order to ensure that issues are understood and a record is created.

Therefore, I find that the Notice to end tenancy for cause issued on March 27, 2015 is of no force and effect. The tenancy will continue until it is ended in accordance with the legislation.

Conclusion

The Notice to end tenancy for cause issued on March 27, 2015 is of no force or effect.

This decision is final and binding and 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: May 19, 2015

Residential Tenancy Branch

