



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes cnc

Introduction:

The tenant seeks an order cancelling a One Month Notice to End Tenancy.

With his consent, an amendment was made to the spelling of the name of the personal respondent. The style of cause of this decision reflects that amendment.

Issue(s) to be decided:

Should the Notice to End Tenancy be cancelled, or has the landlord established grounds to end this tenancy?

Background and Evidence:

This tenancy began October 1, 2013. The monthly rent is \$800.00, and all rent is paid to date. On or about July 1, 2015, the tenant was given a one month Notice to End Tenancy, which stated the tenant or a person permitted on the residential property has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; and
- put the landlord's property at significant risk.

The Notice further stated that the Tenant has caused extraordinary damage to the unit/site or property.

The landlord's resident manager testified that there have been ongoing problems with the tenant. One serious problem has been the overflowing of her bathtub. This has occurred 6 or 7 times. The tenant has a drinking problem, and she falls asleep in the tub while leaving her water running. The water overflows onto the laminate floor in the washroom, and penetrates the hallway carpets. The landlord submits this is causing damage to the flooring, and suspects mold may be growing beneath the flooring. The landlord has sent in a plumber on 4 or 5 occasions, who finds no issues wrong with any of the plumbing. A second serious problem is the ongoing noise of the tenant and her guests. The noise involved music, loud voices and profanity. Other tenants have

complained about the noise to him, and he and his wife have been personally disturbed by the noise. There is usually drinking involved. The guests are very noisy and argumentative. He has had to call police. He provided a warning letter to the tenant in January. He has given about 6 verbal warnings. The noise continues. He has heard noise several times at 1:00 am. A third problem is that the tenant has called the landlord several times at 2:00 am, to let her into the building and into her unit. Sometimes she says she has lost her keys. She has also said her keys are in her purse, but she can't find them. Other tenants have also complained to the landlord that she buzzes them at 2:00am or 3:00 am, to let her in. He had considered voiding the notice, and permitting the tenancy to continue, but the noise problems have persisted.

The landlord's property manager testified that tenants have complained about there being no hot water. The problem is that the tenant constantly leaves her hot water running into her tub, and drains both hot water tanks in the building of hot water. This is not only disturbing to the other 29 tenants, but also results in excessive cost.

The tenant testified that she is trying to address her drinking problem, and attends AA. Her tub has overflowed only twice. Her toilet has also been problematic, but that is not her fault. She acknowledges there have been instances of excessive noise, and that she was warned once or twice, but it was quite a while ago that she was last warned by the landlord.

The tenant's boyfriend testified that the bathroom has several plumbing concerns, such as a defective toilet seal, causing water to flood on the floor even when the tub is not being used. He is aware of the tub having overflowed twice, but does not know the total number of times it has occurred. He is not around at night, and is unaware of any noise issues. He knows the tenant is trying to address her alcohol problem, and hopes she is permitted to remain at these premises.

Analysis:

While the tenant is taking steps to clean up her lifestyle, (by attending AA meetings, for example), I accept the resident manager's testimony that disruptions are continuing. I find that the tenant has demonstrated an inability to control the loud, late night noise made by her guests, which includes arguments, profanity and loud music. This noise continues to 1:00 am. While one such incident could be excused, persistent or related incidents become significant or unreasonable disturbances, and provide sufficient cause to end the tenancy.

I accept that the tenant has on at least several occasions buzzed other tenants or the landlord late at night to let her in to the building or her unit. Once such occasion is

disruptive, but repeated occasions of such incidents at such early hours become unreasonable, providing sufficient cause to end the tenancy.

I accept the testimony that not all plumbing issues have been caused by the tenant. However, I also accept that the tenant has run hot water excessively into her tub on numerous incidents. This has resulted in a loss of hot water to other guests, and at times has resulted in the tub overflowing. One such incident can be excused, but repeated incidents are unreasonable. It is obvious that an overflowing tub will cause significant damage to flooring, to walls, and can easily lead to health issues such as the development of mold. I find these incidents lend further support for the ending of the tenancy.

In short, I am satisfied that the conduct of the tenant or her guests has given cause to the landlord to end this tenancy.

As we are now part way through September, and as rent for September has been paid and accepted, I order that the notice is effective to end this tenancy September 30, 2015.

Conclusion:

The application is dismissed. The tenancy ends September 30, 2015.

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: September 10, 2015

Residential Tenancy Branch

