



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pacifica Housing  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened pursuant to the tenant's application to cancel a notice to end tenancy for cause. The tenant, an advocate for the tenant and two agents for the landlord participated in the teleconference hearing.

The parties confirmed that they had been served with the other party's evidence, with the exception of the tenant's evidence received by the Branch on March 15, 2016. The tenant's advocate stated that she was not aware that the evidence would also have to be served on the landlord. Most of this evidence was either duplicated in the landlord's evidence or was a written summary of the tenant's response to the notice to end tenancy. I therefore did not admit that evidence, but I heard testimony and submissions from the tenant and the tenant's advocate. I did not find it necessary to adjourn the hearing to allow the tenant to serve the landlord with this evidence, and determined that it would be unduly prejudicial to the landlord to delay the outcome of this hearing for that purpose.

The parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other admissible evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the notice to end tenancy dated January 29, 2016 valid?

### Background and Evidence

The tenant rents an apartment in a 34-unit building. On May 29, 2015 and June 15, 2015 the landlord served the tenant with warning letters regarding the unacceptable

volume of noise, particularly music, coming from the tenant's unit. On January 26, 2016 the police attended at the rental unit in response to a noise complaint. The police served the tenant with a bylaw infraction ticket for noise. On January 29, 2016 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the reason for ending the tenancy was that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord.

### *Landlord's Evidence*

The landlord stated that there have been ongoing issues with the tenant playing music at levels that disturb other tenants. In addition to the two warning letters, the landlord submitted several incident reports detailing other occasions when they have had problems with the tenant. The landlord stated that on January 26, 2016 the tenant's music was extremely loud, and as a result the police attended and issued the bylaw infraction ticket. The landlord submitted evidence showing that on the same evening that the tenant was served with the bylaw infraction ticket and on the following two days the tenant continued to play loud music and became verbally abusive toward the landlord's staff.

The landlord stated that they have worked with the tenant to try to solve the problem, but the tenant has been unable to change his behavior. The landlord stated that the other tenants in the building have had their quiet enjoyment severely impacted because of the tenant's music. The landlord requested an order of possession effective two days after service.

### *Tenant's Response*

The tenant submitted that the time noted on the bylaw ticket and the time on the landlord's incident report for January 26, 2016 did not match. The tenant stated that the landlord served the tenant with the notice to end tenancy before the tenant had the opportunity to dispute the bylaw infraction ticket.

The tenant stated that he had never seen the incident reports and had only received the two warning letters. The tenant acknowledged that he received a lot of verbal warnings, but the warnings should have been in writing because he has a brain injury and he cannot properly process verbal warnings. The tenant stated that on March 8, 2016 the landlord gave the tenant a letter indicating that on March 3<sup>rd</sup> the tenant was playing his music loudly; however, the music was not playing at the time of that complaint. The tenant submitted that the information in other incident reports may also be incorrect.

### Analysis

I find that the notice to end tenancy is valid. I accept the clear evidence of the landlord that the tenant has repeatedly played loud music and significantly interfered with or unreasonably disturbed other occupants. I also accept the landlord's undisputed evidence that the tenant on more than one occasion has become verbally threatening and abusive toward the landlord's staff.

The difference in times set out on the bylaw infraction ticket and the landlord's incident report for January 26, 2016 is a very small technicality and does not impact the validity of the notice to end tenancy, as the incident clearly did occur. The tenant's right to civilly dispute the bylaw infraction ticket does not invalidate the notice to end tenancy. The tenant acknowledged that he has also received several verbal warnings. It is not required for a landlord to serve a tenant with warning letters before issuing a notice to end tenancy for cause. I therefore confirm the notice to end tenancy and dismiss the tenant's application.

I am satisfied that the notice to end tenancy for cause dated January 26, 2016 meets the requirements regarding form and content as set out in section 52 of the Act. Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the order of possession. Accordingly, I grant the landlord an order of possession effective two days after service.

### Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order 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: March 31, 2016

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Residential Tenancy Branch