



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNC

### Introduction

On March 3, 2017, the Tenant submitted an Application for Dispute Resolution asking that a 1 Month Notice to End Tenancy for Cause dated February 25, 2017, ("the 1 Month Notice") be cancelled.

The hearing was scheduled as a teleconference hearing. The Tenant and Landlord attended the hearing. The parties testified that they exchanged the documentary evidence I have before me. The parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Does the Landlord have cause to end the tenancy and is the Landlord entitled to an order of possession?

### Background and Evidence

The parties testified that the tenancy started on March 1, 2016, and is now a month to month tenancy. Rent in the amount of \$1,200.00 is to be paid to the Landlord on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$600.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant was served a 1 Month Notice To End Tenancy For Cause dated February 25, 2017, by posting it on the Tenant's door.

The Tenant testified that he received the 1 Month Notice on February 25, 2017.

The Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The 1 Month Notice indicates the reason for ending the tenancy is:

Tenant or a person permitted on the property by the Tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the Landlord

The Tenant applied for Dispute Resolution to dispute the 1 Month Notice on March 3, 2017, within the required timeframe.

The Landlord testified that a noise complaint about the Tenant was received from an occupant of the rental property on February 25, 2017.

The Landlord testified that the Tenant previously received a written warning about noise coming from the Tenants unit. The Landlord provided a copy of a letter dated August 29, 2016, that was sent to the Tenant reminding him of the term of the tenancy agreement regarding conduct, and informing him that all tenants have the right to quiet enjoyment. The letter informs the Tenant that further noise complaints will be dealt with in strict accordance to the Act.

The Landlord provided copies of noise complaints they received after the issuance of the written warning letter. The Landlord received a written complaint for other occupants as follows:

An email dated December 14, 2016, from the occupant of suite #24 indicates there have been quite a few parties in the suite above him and that a few times the parties would start at 11pm and continue until 4 am or 5 am. The occupant indicates that the party sounded like a nightclub and was very loud. The occupant indicates that the week prior there was a party on the fourth floor and the Tenants name was mentioned. The occupant indicates that someone standing on a balcony identified the noise as coming from the Tenant's place.

An email dated February 20, 2017, from an occupant named F, indicates that the occupant is having issues with the noise level coming from her neighbour, the Tenant. She submits that the noise is too loud late at night. She submits that she has to text him frequently every weekend, sometimes as late as 5/6 am.

An email dated February 25, 2017, from an occupant L.F. indicates that the guy living across the hall from him in unit # 49 is constantly having noise all night on the weekends. The occupant indicates music has been pounding since early last night and it's now 6:15 am and has not stopped.

The Landlord is seeking that the 1 Month Notice be upheld and an order of possession granted.

In response, the Tenant testified that on February 24, 2015, he had a few friends over until 1 am or 2 am. He submits that he was not partying and left the rental unit at 10 am the next morning.

The Tenant had a witness present at the hearing. The witness J.B. provided affirmed testimony that he was at the Tenant's place with other people listening to music, and he left at 1:30 am. He testified that there were no complaints.

The Tenant submitted that the email document dated December 14, 2016, is from someone who lives two floors below him. The Tenant submitted that the email dated February 20, 2017, is someone who socializes with him and he doesn't believe it is about him.

The Tenant points out that the emails do not have signatures.

The Tenant acknowledged that he received the written warning from the Landlord dated August 29, 2016.

The Tenant submitted that the Landlords evidence containing a police file has nothing to do with him.

The Landlord responded by stating that the police file number they provided in the evidence is an incorrect police file number.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant received a warning letter from the Landlord in August 2016, and was aware that further noise complaints would be dealt with strictly.

In considering whether or not the Tenant unreasonably disturbed another occupant, I prefer the evidence provided by the Landlord that three occupants of the rental property submitted noise complaints about the Tenant. The complaints are consistent in that they indicate the Tenant has noise all night long on the weekends. The Tenant's own evidence is that he had people over on February 24/ 25 until 1am or 2 am.

I do not assign any weight to the Tenant's submission that the emails were not signed. The emails indicate they came from occupants of the building, and identify the Tenant as the source of the noise.

I find that the complaints were received after the Tenant received the written warning about noise from the Landlord.

I find 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.

I dismiss the Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated October 24, 2016.

The Tenant has paid the rent for April 2017.

Under section 55 of the Act, when a Tenants 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 Landlord an order of possession.

I find that the 1 Month Notice issued by the Landlord meets the requirements for form and content.

I find that the Landlord is entitled to an order of possession effective no later than 1:00 pm on April 30, 2017, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

### Conclusion

The Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.

The Tenant's application to cancel the 1 Month Notice To End Tenancy For Cause is dismissed. The tenancy is ending.

The Landlord is granted an order of possession effective April 30, 2017.

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 06, 2017

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Residential Tenancy Branch