



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, LRE, OLC

This hearing dealt with the tenant's two applications pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision. All documentary evidence was considered in making this decision.

Preliminary Issue

At the outset of the hearing the landlord advised the rent had been paid for the month of October and that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on October 10, 2018 should be dismissed, the tenant agreed. Based on the above, I dismiss, the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 10, 2018.

Background and Evidence

The landlord gave the following testimony. The tenancy began on October 15, 2015 with monthly rent of \$1250.00 due on the first of each month. The landlord issued a One Month Notice to End Tenancy for Cause on October 10, 2018 with an effective date of November 30, 2018 for the following reason:

Landlord's notice: cause

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

(d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

The landlord testified that the tenant has repeatedly disturbed other tenants to the point where he has been fined 14 times by the strata for noise complaints. The landlord testified that the tenant continues to yell and scream regularly and at all hours of the day and night with her guests and boyfriend. The landlord testified that he has discussed this with her numerous times yet there has not been any improvement.

On the contrary, the landlord testified that the tenant has escalated the issue since July 2018 to the point that the local municipal by law office has sent a warning letter to the landlord that any further disturbances can result in additional fines to the strata. The landlord testified that he received a complaint from three other tenants and the strata that the tenant was yelling and screaming in the hallway with her boyfriend three days before this hearing. The landlord testified that she refuses to abide by the rules and requests an order of possession.

The tenant gave the following testimony. The tenant testified that all of these complaints are unfounded. The tenant testified that the local police department has investigated and found that there are no issues. The tenant submits that someone has an end goal to have them evicted and is fabricating these complaints. The tenant testified that she is more than willing to move on if given a few months to get her affairs in order.

Analysis

When a landlord issues a notice under section 47 of the Act, they bear the responsibility to provide sufficient evidence to support the issuance of the notice. The tenant testified that she had “numerous police reports” that show that the noise complaints are unfounded, yet she did not submit them for this hearing. This was brought to the tenants’ attention and she responded; “there are so many files I can’t keep track of what evidence I submitted, but it should be there somewhere”. Conversely, the landlord supplied extensive and clear documentation from the local by law office and the strata supporting his claim. Based on the extensive documentation before me, and the clear concise, and credible testimony of the landlord, I am satisfied that he has provided sufficient evidence to support the issuance of the notice. The notice is confirmed, the tenancy is terminated.

The landlord is entitled to an order of possession pursuant to section 55 of the Act. The form and content of the Notice is in accordance with section 52 of the Act.

Conclusion

The tenants’ applications are dismissed in their entirety without leave to reapply.

The One Month Notice to End Tenancy for Cause dated October 10, 2018 with an effective date of November 30, 2018 is of full effect and force. The tenancy is terminated. The landlord is granted an order of possession.

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: November 22, 2018

Residential Tenancy Branch