



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Raamco International Properties Canadian Ltd. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause, dated February 22, 2019 ("One Month Notice").

The tenant, P.A., and his wife, N.B., (the Tenants), and two agents for the landlord, D.P., the Property Manager, and T.S., the Building Manager, appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process.

During the hearing, the Tenants and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither Party raised any concerns regarding the service of the Application or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had had time to review it prior to the hearing.

### Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the decision would be emailed to both Parties.

Issue(s) to be Decided

- Should the One Month Notice be cancelled or should the Landlord be given an Order of Possession?

Background and Evidence

The tenancy in the rental unit was scheduled to run from September 1, 2018 until August 31, 2019. The monthly rent is \$1,700.00, due on the first day of each month. The Tenants paid a security deposit of \$850.00 and no pet damage deposit.

The Parties agreed that the rental unit is in a six-storey apartment building. In the hearing, the Parties agreed that the Tenant, P.A., has been warned by the Landlord about the Tenant's excessive noise. The Parties agreed that the noise included talking loudly, playing loud music, and swearing loudly periodically. The Landlord said that this type of noise would sometimes go on until 11 or 12 o'clock at night.

The Landlord's evidence is that the tenants in the unit above P.A.'s rental unit (the "Other tenants") made a formal complaint in writing about the noise coming from the Tenants' rental unit on October 1, 2018. The Property Manager said that based on this complaint letter, he wrote an initial warning letter to P.A., which the Property Manager said he personally delivered through the mail slot of the rental unit on October 16, 2018.

The Building Manager said that the Other tenants again called the Property Manager to complain about the "loud noise coming from the suite below". The Property Manager said he suggested that the Other tenants call the police. The Building Manager said that the following day they received a second complaint letter from the Other tenants. The Property Manager indicated that he wrote a "final warning in writing to [P.A.]", which he said he delivered through the rental unit mail slot on January 21, 2019.

The Building Manager said that on February 3, 2019, at approximately 6:00 p.m., "[P.A.] called me by phone numerous times using profanity and with verbal abuse [about noise from the Other tenants]. The following day an incident report was filed and sent to the property manager." The Property Manager said he sent P.A. "a letter of misconduct". The Building Manager said that on February 5, 2019, she received a letter of apology from P.A.

The Building Manager said:

I got the apology letter, but I cannot accept it. The way he talked to me. I cannot

accept this. I gave him a really good chance moving into the two bedroom apartment and I cannot give him another chance. It is not up to me.

The Building Manager said that P.A. had been a tenant of another unit in the residential property and that,

We did have problems with him there. He was noisy, talking too loud, playing music, and swearing. I moved him to another suite, because he promised to change, and he wants another child, and I believed him. After a really short time he started to make a lot of noise – loud music, swearing [in the new unit].

The Property Manager testified that on February 22, 2019, he taped the One Month Notice to the Tenants' door.

The Tenants provided a copy of the One Month Notice, which identifies the Tenant, P.A., the rental unit address, the date it was signed and served being February 22, 2019, and with an effective vacancy date of March 31, 2019. On the second page of the One Month Notice it gives the reason for the eviction as being 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."

The Building Manager said that on March 6, 2019, she received a registered mail package from the Tenant with the Application.

In her documentary summary, the Building Manager said:

Despite all efforts with the tenant of suite [rental unit number], numerous verbal, written warnings and the problems caused to other tenants and myself as building manager, I would request for the tenancy of P.A. to end.

In the hearing, the Tenant's wife explained that her husband has suffered some serious personal difficulties in the last year, all of which she said contributed to the behaviours noted by the Landlord. She said that P.A. "feels great remorse for his actions and behaviour," and she explained how he has made significant changes in his life in an effort to curb this type of behaviour in the future. She said that they have been tenants for over three years and they would like to continue living there for the benefit of their daughter and the child yet to be born.

### Analysis

Section 47 of the Act states:

**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,

Based on the testimony of all Parties, the undisputed complaints from the Other tenants, and the warning letters sent to the Tenant by the Property Manager, I find on a balance of probabilities that the Landlord has established sufficient cause, pursuant to section 47 of the Act, to end the tenancy. I find that the Tenant significantly interfered with or unreasonably disturbed another occupant and the Landlord. As a result, I dismiss the Tenant's Application to cancel the One Month Notice without leave to reapply.

I also find that the One Month Notice issued by the Landlord complies with section 52 of the Act and is valid. Given the above, and pursuant to section 55 of the Act, the Landlord is entitled to an Order of Possession at the end of the month in which rent has been paid.

### Conclusion

The Tenant significantly interfered with and unreasonably disturbed the Landlord and other tenants. I dismissed the Tenant's Application without leave to reapply.

Pursuant to section 55 of the Act, I grant an Order of Possession to the Landlord effective on **April 30, 2019 at 1 p.m.** This Order must be served on the Tenant. If the Tenant fails to comply with this Order, the Landlord may file the Order with the Supreme Court of British Columbia to be 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: April 17, 2019

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Residential Tenancy Branch