



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BOUNDARY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

On January 14, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a One Month Notice to End Tenancy for Cause, dated January 7, 2021 (the “One Month Notice”). The matter was set for a participatory hearing via conference call.

The Landlord, the Tenant and the Tenant’s advocate attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me, although the Tenant did acknowledge that he could not find the Landlord’s second package that he had retrieved from his front door.

I find that all the evidence that was submitted to the Residential Tenancy Branch was also exchanged between parties pursuant to the Rules of Procedure. As a result, I find all of the submitted evidence is admissible.

### Issue to be Decided

Should the One Month Notice be cancelled, in accordance with section 47 of the Act?

If the One Month Notice is not cancelled, should the Landlord receive an Order of Possession, in accordance with section 55 of the Act?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Both parties agreed to the following terms of the tenancy:

The month-to-month tenancy began in July 2014. The rent is \$945.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$425.00.

Both parties agreed to the following terms and service of the One Month Notice:

The One Month Notice was posted to the Tenant's door on January 7, 2021 and the Tenant received the One Month Notice on the same day. The effective move-out date was for February 28, 2021. The reason noted on the One Month Notice was that the Tenant or his guest significantly interfered or unreasonably disturbed another occupant of the residential property.

The Landlord provided undisputed testimony and evidence that there have been many noise complaints over the years and that the problem hasn't been so much with the Tenant, rather his guest, who has been unable to visit the Tenant without bothering other occupants through loud yelling, fighting, knocking on doors and causing a disturbance.

The Landlord submitted witness letters about the disturbances and followed up with the Tenant with warning letters to end the disturbances or risk the ending of the tenancy.

The Tenant stated that he agrees with the Landlord and that he has been unable to control his guest's outbursts and disturbances. The Tenant submitted letters of support for him to stay in the rental unit and to demonstrate that his guest would be receiving support to find her own housing. However, the Tenant acknowledged that the disturbances have been continuing.

The Landlord stated that the actions of the Tenant's guest have been causing an ongoing disturbance for many of the occupants of the residential property. The Landlord said that the Tenant has paid rent for the month of April 2021 and is asking for an Order of Possession as soon as possible.

### Analysis

The Landlord has served the One Month Notice on the Tenant based on sections 47(1)(d) of the Act. When I consider the validity of the reasons the Landlord has for ending the tenancy, I must determine if the Landlord has sufficient evidence to prove that the Tenant or a person permitted on the residential property by the Tenant has significantly interfered with or unreasonably disturbed another occupant. The standard of proof is based on the balance of probabilities. If I find that the reason set out in the One Month Notice is valid and that the One Month Notice complies with section 52 of

the Act, I must grant the Landlord an Order of Possession for the rental unit in accordance with section 55 of the Act.

The Landlord has provided undisputed evidence that the Tenant has allowed a guest into his rental unit and that guest has caused disturbances to other occupants of the residential property by screaming, fighting and interfering with their quiet enjoyment of the property.

I accept the testimony from both parties that the situation is unfortunate and that promises have been made in the past to address the noise concerns; however, that the problem continues to persist.

Based on the testimony from both parties, I find that the Tenant and a person permitted on the residential property by the Tenant have significantly interfered with and unreasonably disturbed other occupants, contrary to section 47(1)(d) of the Act. As such, I find that the reason set out in the One Month Notice is valid.

I dismiss the Tenant's application to cancel the One Month Notice without leave to reapply.

Section 52 of the Act requires that any Notice to End Tenancy issued by a Landlord must be signed and dated by the Landlord; give the address of the rental unit; state the effective date, state the grounds for ending the tenancy; and be in the approved form. I find the One Month Notice, issued by the Landlord on January 7, 2021, complies with the requirements set out in Section 52.

I have dismissed the Tenant's Application and found that the One Month Notice is compliant with the Act and the reason set out in the One Month Notice is valid. For these reasons and because the Tenant is still occupying the rental unit, I grant the Landlord an Order of Possession. As the Tenant paid to use and occupy the rental unit for the month of April 2021, I grant an Order of Possession for April 30, 2021.

### Conclusion

I dismiss the Tenant's Application for Dispute Resolution to cancel the One Month Notice.

Pursuant to section 55 of the Act, I grant the Landlord an Order of Possession to be effective on April 30, 2021 at 1:00 p.m. This Order should be served on the Tenant as

soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 13, 2021

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Residential Tenancy Branch