



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Fair Haven Homes Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Landlord applied on February 22, 2022 to:

- end a tenancy early, pursuant to section 56 of the Act; and
- recover the filing fee from the Tenant, pursuant to section 72 of the Act.

The hearing was attended by representatives of the Landlord; the Tenant did not attend. Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified she served the Notice of Dispute Resolution Proceeding (NDRP) and her evidence on the Tenant by registered mail on February 24, 2022 and provided a tracking number. Having checked the tracking number, based on the Landlord's testimony and evidence, I find the Landlord served the Tenant in accordance with Rule of Procedure 10.3 and the Standing Order. I deem the NDRP and evidence received by the Tenant on March 1, 2022, in accordance with section 90 of the Act.

### Issues to be Decided

- 1) Is the Landlord entitled to an early end of tenancy and an order of possession?
- 2) Is the Landlord entitled to the filing fee?

### Background and Evidence

The Landlord confirmed the following particulars regarding the tenancy. It began April 15, 2019; rent is \$975.00, due on the first of the month; and the Tenant paid a security deposit of \$484.50, which the Landlord still holds.

The Landlord testified that the Tenant has violated many building policies.

The Landlord submitted as evidence a letter to the Tenant, dated January 21, 2021, which states that on January 18, 2021 the Tenant “instigated an attack which involved [the Tenant] verbally assaulting and then throwing a chair at the building manager, resulting in the police attending,” and informs the Tenant that “any further incidents will result in a One Month Notice to End Tenancy for Cause.”

The Landlord submitted as evidence a summary of one month of noise complaints regarding the Tenant, from January 23, 2022 to February 22, 2022. The report lists 16 complaints, all from one resident, and includes the following:

- “Calling to report noise complaint. Stated it is on going issue.”
- “The upstairs neighbour was making continuous noise stomping around and running with the dog around midnight and then again really early this morning. The dog was jumping around and being crazy.”
- “Upstairs unit started hammering right at 7AM and is still hammering now.”
- “[Complainant] is at her wits end after being up since 6AM this morning. She feels like noting has been done since June and this is affecting her mental health negatively.”

The Landlord testified that warning letters were sent to the Tenant, and submitted as evidence three letters dated November 26, 2021. The letters are regarding the Tenant violating parking rules, producing unreasonable noise, and violating the pet policy, respectively.

The Landlord testified that the Tenant got a dog without first obtaining the required permission from the property manager. The Landlord testified that the dog is causing a lot of noise complaints because it jumps from furniture, and, as the Tenant leaves a chain on the dog, the chain causes noise as it drags along the floor.

The Landlord testified that the noise from the Tenant includes stomping, jumping, dropping, and slamming, and occurs day and night, almost every day.

The Landlord testified that the excessive noise from the Tenant has been an issue since last summer.

### Analysis

The Landlord has applied to end the tenancy early, pursuant to section 56 of the Act.

Section 56(2) states (emphasis added):

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

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

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;

(iii) put the landlord's property at significant risk;

(iv) engaged in illegal activity that

(A) has caused or is likely to cause damage to the landlord's property,

(B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(v) caused extraordinary damage to the residential property, **and**

(b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

Residential Tenancy [Policy Guideline 51. Expedited Hearings](#) states that the expedited hearing process has been established for circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant, or a tenant has been denied access to their rental unit.

The Landlord has provided undisputed testimony and documentary evidence demonstrating that the Tenant is frequently causing excessive noise, day and night, which is significantly disturbing at least one other tenant.

Based on the Landlord's evidence, I'm satisfied that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord of the residential property. However, as the Landlord has not demonstrated there is an imminent danger to the health, safety, or security of the Landlord or a tenant, I do not find it would be unreasonable for the Landlord or other occupants of the residential property to wait for a One Month Notice to End Tenancy for Cause to take effect.

Therefore, I dismiss the Landlord's application for an early end of tenancy, pursuant to section 56 of the Act.

As the Landlord is unsuccessful in their claim, I decline to award them the filing fee.

### Conclusion

The Landlord's application is dismissed; the tenancy will continue until it is ended in accordance with the Act.

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 24, 2022

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Residential Tenancy Branch