



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNL, FFT

### Introduction

This dispute relates to the Tenant's February 1, 2023 Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property,
- reimbursement of the filing fee.

### Preliminary Matter

The Landlord issued a 1 Month Notice to End Tenancy for Cause (1 Month Notice). The Landlord presented the 1 Month Notice as part of their evidence. I amend this dispute application to relate to the following:

- to cancel a 1 Month Notice to End Tenancy for Cause,
- reimbursement of the Tenant's filing fee.

### Issue(s) to be Decided

- Does the 1 Month Notice end the tenancy?
- Is the Tenant entitled to recover the filing fee?

### Background and Evidence

The rental unit is a ground floor suite and one of four units on this strata property. The month-to-month tenancy started on November 1, 2017, with an agreement of \$1,150.00 monthly rent to be paid on the first day of each month. Currently, monthly rent is \$1,209.40. A security deposit of \$575.00 and a pet damage deposit of \$200.00 were paid by the Tenant and the Landlord holds them in trust.

The 1 Month Notice to End Tenancy for Cause is dated January 23, 2023. The Tenant disputed the 1 Month Notice on February 1, 2023 which is within the 10 day timeline provided for under section 47 of the *Act*. The effective date is March 31, 2023. The Landlord selected four grounds to end the tenancy and gave details about disturbing behaviour such as loud music, abusive language and police attendance at the rental unit.

The Landlord alleges 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 Landlord advises many neighbours presented concerns with the behaviour of the Tenant and other occupants of the unit over the past three years. The neighbours complain they are being unreasonably disturbed by loud music, yelling, screaming and violent behaviour. There have been repeated incidents resulting in police attendance.

The Landlord provided a letter from the upstairs neighbour, dated December 1, 2022. The neighbour reports a three-year history of the Tenant and other occupants of the unit, screaming, engaging in loud and abusive language and violent fights, which were witnessed by children and resulted in police attendance.

The Landlord provided a letter from another upper suite occupant, dated April 20, 2023. The neighbour reports verbal and physical abuse by the Tenant's son, which resulted in police attendance for a domestic violence situation. The neighbour indicates the Tenant's son plays loud music at all hours of the night and into the early morning. When approached with a request to turn down the volume, the Tenant's son has responded in foul language. The neighbours fear to approach the Tenant or any other occupant as the violence and nature of the Tenants has gotten worse.

The Landlord provided a letter from the neighbour in the adjacent suite, dated April 23, 2023. The neighbours report a two-year history of excessive noise and screaming at all hours of the night. They have approached the Tenant and her son, with repeated requests to turn down the loud music, however, the requests were ignored. The neighbours also report repeated incidents of abusive behaviour, to include verbal and physical assaults involving the Tenant's son and his girlfriend.

The Landlord states the Tenant was warned when they received a letter from the City of Surrey, stating loud music from the unit is creating disturbance in the neighbourhood. The Landlord provided a letter from City of Surrey, By-Law and Licensing Section, dated

October 29, 2022. The Tenant acknowledges the City of Surrey By-Law warning, and stated the matter has been resolved.

The Tenant admits her son has been residing with her since May 2021, however, states other allegations of guests coming and going are based on hearsay. The Tenant also advises her mother, who was diagnosed manic depressive, was previously residing with her, and admits they both are very loud.

The Tenant asserts that they have not done anything to give the Landlord cause to end the tenancy. According to the Tenant, the Landlord is trying to end the tenancy so they can re-rent at a higher rate.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

- Does the Notice end the tenancy?

The onus is on the Landlord to prove that the 1 Month Notice is valid. The Landlord substantiated that other occupants of the residential property are disturbed by the Tenant or occupants of the rental unit who are playing excessively loud music, yelling, screaming, swearing, and engaging in physical violence. The disturbances are substantiated by attendance by the police and a letter from the municipality.

I find the Landlord has provided sufficient evidence to support a reason to issue the 1 Month Notice for Cause because the Tenant, their guests or other occupants of the rental unit have significantly interfered with or unreasonably disturbed other occupants of the residential property. I find the 1 Month Notice has ended the tenancy effective the date of the hearing, May 26, 2023. The Landlord is entitled to an order of possession.

- Is the Tenant entitled to recover the filing fee?

As the Tenant was not successful with their application, the Tenant is not entitled to recover their \$100.00 filing fee.

### Conclusion

The Tenant's application is dismissed, without leave to reapply.

The Landlord is granted an order of possession effective two days after service. The Landlord should serve the order to the Tenant immediately. Should the Tenant fail to comply, the order may be enforced in the BC Supreme 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: June 1, 2023

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Residential Tenancy Branch