



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, RP, RR, O

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a one month notice to end tenancy for cause issued on December 30, 2011.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request to set aside the Notice to End Tenancy. The balances of the tenant's applications are dismissed, with leave to re-apply.

The tenant has applied to cancel a notice ending tenancy for cause issued on December 30, 2011 the effective date of the Notice was January 31, 2012. In a case where a tenant has applied to cancel a notice for cause Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

The landlord's agent requests an order of possession if the tenant's application is dismissed.

### Issue(s) to be Decided

Should the one month notice to end tenancy be cancelled?

### Background and Evidence

The tenancy began on December 1, 2011. Rent in the amount of \$680.00 was payable on the first of each month. A security deposit of \$340.00 was paid by the tenant.

The landlord's agent testified on December 4, 2011, he received a complaint from another occupant that the tenant was playing her music loud and that this tenant had been playing her music loud frequently. The landlord stated that he went to the rental unit and asked the tenant to turn down her music. This was the second time he has given her a verbal warning about the loud music.

The tenant testified that on December 4, 2011, she had received a verbal warning from the landlord about her loud music. The tenant stated that she asked the landlord to provide her warnings in writing and that the landlord did not comply with her request.

The landlord's agent testified on December 10, 2011, one of the tenant's guest were in the building and kicking on several doors of other occupants. The landlord alleges this person was in the building to collect a drug debt that the tenant owed. The police were called and the person was removed from the building. The landlord stated that he gave the tenant a verbal warning that she is responsible for the action of her guest when they are in the building.

The tenant testified that on December 10, 2011, a person she knew was kicking on her door and this person only kicked on the door of one other occupant, not several. The tenant stated she did not invite this person into the building. The tenant stated she called the police and she had the police remove this person from the building. But acknowledge the incident was about and alleged debt.

The landlord's agent testified that on December 22, 2011, he attended the rental unit for another noise complaint as the tenant was playing her music loud. When he attended the rental unit the tenant turned down the music, but just as he was getting into the elevator she turned the music back up. The landlord stated he went back to the rental unit and knocked on the door the tenant yelled "if the music is on, it means f... off". The landlord continued to knock on the door until the tenant answered.

The tenant testified that the landlord did not initially come to see her for a noise complaint, but she did turn the music up when he left as she was having a bad day. The tenant stated that she did say "when the music is on, it means f... off" she did not know it was the landlord at the door and apologized to him.

The landlord's agent testified that on December 30, 2011, he personally served the tenant with a one month notice for cause.

The landlord's agent testified that on January 11, 2012, one of the tenant's male guest had interfered with the mail of other occupants as he was going through their mail. This male guest was also interfering with the intercom directory for the building.

The tenant testified that this male guest was over the night before and forgot some of his property and came back to pick it up. The tenant stated she was not aware of what he was doing.

The landlord's agent testified that on January 20, 2012, he has a complaint from one of the other occupants, who alleged he saw the tenant purchasing drugs outside the building. The occupant stated that the tenant was mad and was shouting because she felt the drug dealer had ripped her off.

The tenant testified that she did purchase weed, but the drug dealer was trying to give her a poor quality drug. The tenant stated that the incident was not on the landlord property, but down a few doors.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

After considering all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord;

In this case the tenant acknowledged that she had been verbally warned by the landlord on December 4, 2011, that her music unreasonably disturbs other occupants.

On December 22, 2012, the landlord attends the tenant's rental unit and had the tenant turn down her music, and as soon as the tenant thought the landlord had left she turned her music up. When the landlord returned he was told "if the music is on, it means f... off". The tenant stated she did not know it was the landlord.

The tenant's action on December 22, 2011, clearly demonstrates that she has no consideration if her music unreasonably disturbs any of the other occupants of the building. The tenant only apologized because it was the landlord at the door and not another occupant.

On December 10, 2011, then tenant was warned about her guests in the building, and on January 20, 2012, the tenant's guest was clearing interfering with the mail of other occupants.

I find the tenant was provided sufficient warnings by the landlord. The landlord's notice issued on December 30, 2011, is a valid notice to end tenancy. Therefore, I dismiss the tenant's application to cancel the one month notice to end tenancy issued on December 30, 2011.

As the tenant's application is dismissed and the landlord requested an order of possession at the hearing, pursuant to section 55 of the Act, I must grant this request.

Section 55(1) of the Act states: Order of possession for the landlord

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing, (a) the landlord makes an oral request for an order of possession, and (b) the director dismisses the tenant's application or upholds the landlord's notice.

As I have dismissed the tenant's application, I find that the landlord is entitled to an order of possession effective January 31, 2012 **at 1:00 P.M.**

This order must be served on the tenant and may be filed in the Supreme Court.

#### Conclusion

The tenant's application to cancel a one month notice to end tenancy for cause is dismissed.

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: January 25, 2012.

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Residential Tenancy Branch