



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MT, OPC, FF

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were heard together.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for cause, and the landlord's application is a request for an Order of Possession based on a Notice to End Tenancy that was given for cause.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

Both parties were affirmed.

Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for cause stating the following reasons:

- Tenant or person permitted on the property by the tenant has:
 - Significantly interfered with or unreasonably disturbed another occupant or the landlord.
 - Seriously jeopardize the health or safety or lawful right of another occupant or the landlord.
- Tenant has engaged in illegal activity that has, or is likely to:
 - Damage the landlord's property

- Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

Background and Evidence

In her testimony the landlord testified about numerous issues with the tenant that she believes are grounds for ending the tenancy however in my written decision I will deal first with the allegation of significant disturbances caused by domestic disputes.

The landlord testified that the tenant and her boyfriend frequently get into domestic disputes that involves excessive foul language and aggressive behavior on the part of the tenants boyfriend, and in the most recent incident the tenants boyfriend was pounding on the windows and doors of the rental unit so hard that it actually shook the building, and she could feel it from her suite.

Landlord further testified that the violence scares her and leaves her shaking, and she believes it's unreasonable for her to have to put up with such behavior.

The tenant testified that she has had domestic disputes with her boyfriend but they're not that frequent, probably once every 1 to 4 weeks.

The tenant further testified that her boyfriend does use foul language during the domestic disputes and he has on occasion pounded on the doors, however he has not pounded on the windows.

The tenant further testified that these disputes only lasts approximately 10 min. and she does not believe they are grounds for ending this tenancy.

Analysis

It is my finding that the landlord has shown that the tenant's boyfriend, who is a person permitted on the property by the tenant, has significantly interfered with and unreasonably disturbed the landlord, and has seriously jeopardized the health or safety or lawful right of the landlord.

The tenant has admitted that she has had numerous domestic disputes with her boyfriend that include yelling, foul language, and banging on the door of the rental unit, and it is my finding that it's unreasonable for the landlord to have to put up with these aggressive disturbances, and I can fully understand how the landlord could fear for her safety during such outbursts.

It is my finding therefore that the landlord does have grounds under section 47 of the Residential Tenancy Act to end this tenancy and I will not cancel the Notice to End Tenancy and I allow the landlords request for an Order of Possession.

Having upheld the Notice to End Tenancy due to the unreasonable disturbances from the domestic disputes, there is no need for me to make a finding on the other reasons stated by the landlord on the Notice to End Tenancy.

I also allow the landlords request for recovery of her \$100.00 filing fee.

Conclusion

The tenant's application to cancel the Notice to End Tenancy is dismissed.

I have issued an Order of Possession to the landlord for 1:00 PM on April 30, 2016.

I have issued an Order for the tenants to pay \$100.00 to the landlord for recovery of the landlords filing fee.

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 18, 2016

Residential Tenancy Branch