



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SILVERMILL APARTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, ERP

Introduction

The tenant applies to cancel a one month Notice to End Tenancy dated November 15, 2013 and for an order that the landlord install a deadbolt on his door.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities, that there was just cause for the Notice or that the tenant's door should have a deadbolt?

Background and Evidence

The rental unit is a one bedroom apartment. The tenancy started in January 2006. The current monthly rent is \$475.00 and the landlord holds a \$260.00 security deposit.

According to the sworn testimony of the landlord's representative Ms. B, the tenant has been calling the police "every second day" in the early morning hours and at five p.m. about other tenants in the building who are, in fact, sleeping and not causing any disturbance. She herself has seen police there five or six times in a one month period however it appears that she has no direct knowledge that their attendance was because of the tenant.

Ms. B. referred to two written statements from other tenants. The first, that of Ms. G.S., indicates the police woke her on November 14 and asked her about a disturbance in the hallway. She says that she was later informed that the police had been called about her making a noise and that it was the applicant tenant who called. The source of Ms. G.S.'s conclusions was not given nor was she called to give evidence and answer questions about her statement.

The second statement adduced by Ms. B. was that of Mr. A.J. who wrote that the applicant tenant "has frequently called the RCMP" on other tenants and that he called them on him claiming a disturbance though Mr. A. J. was sleeping and not disturbing anyone. He writes that the tenant constantly calls the police about things that only the tenant hears. No examples were given. He writes that the tenant threatened to damage the landlord's vehicle. There is no indication how Mr. A.J. came by that knowledge or belief.

The landlord's representative Ms. A.B. testified that on November 15th, when her husband called the tenant on the speakerphone, she overheard the tenant say something to the effect of "wait until you see what happens to your vehicle." She could not recall the tenant's exact words.

The tenant testified that regarding Ms. G.S., he had heard a big bang and called the police out of concern for her. He says the landlord's representatives/managers do not answer the phone late at night. In regard to Mr. A.J. the tenant says he did not complain to the police about him.

He suspects illegal activity around the premises and wants the landlord to install a deadbolt on his door.

Analysis

The evidence adduced by the landlord falls far short of that required to justify the ending of a tenancy.

The ending of a tenancy is a very serious thing. In this case it would dispossess the tenant from what has been his home for eight years. While the burden of proof on a landlord to demonstrate just cause is still "on a balance of probabilities" the evidence presented to support eviction must be substantive, first hand evidence. A tenant should not be evicted based on second hand testimony and innuendo.

In this case the two tenant statements are of little use. They offer up bald statements about what occurred without giving a basis for those statements. Neither were the complaining tenants available to be questioned about their statements. The statements must be given very little weight in my view. The landlord's representative alleges the tenant threatened to damage a vehicle. I find I am unable to reach the same conclusion without knowing the words the tenant uttered. Indeed, the words that were recalled "wait 'til you see what happens to your vehicle" are equally consonant with being a warning about a threat unconnected to the tenant.

The tenant's application to cancel the one month Notice is allowed.

I dismiss the tenant's application for a dead bolt on his door. He has not submitted evidence to persuade me that he is being exposed to some risk or threat that would justify such an order.

Conclusion

The one month Notice to End Tenancy dated November 15, 2013 is cancelled.

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 13, 2014

Residential Tenancy Branch

