



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sanford Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This was the hearing of an application by the tenant to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant and the landlord's named representatives called in and participated in the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy dated July 28, 2014 be cancelled?

### Background and Evidence

The rental unit is an apartment in a supportive housing facility in Vancouver. The tenancy began on December 1, 2013. The landlord served the tenant with a one month Notice to End Tenancy dated July 28, 2014. The Notice claimed that the tenant, or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

In a written statement the landlord said that the rental property is a supportive housing development for people suffering from mental illness and/or homelessness. The landlord referred to its guest policy that requires all tenants to register guests with the reception desk.

The landlord's representative said that on the evening of June 29, 2014 a staff member, J.G. employed by the associated group that provides support services to tenants noticed in video footage that three men who had signed into the tenant's room were outside an 11<sup>th</sup> floor room with the tenant. According to the landlord's written statement, J.G. went to confront the individuals. She knocked on the door of the room and was eventually granted entry. There were two people in the room; the occupant appeared to be seriously injured, but it did not appear to be a recent injury because the occupant had obviously been previously treated and bandaged. J.G. convinced the individuals to seek medical treatment. According to the statement a guest named "V" may have been involved in an assault. The landlord's representative said that the police investigated the incident. The tenant and the person "V" were taken into custody. The tenant was

released after he gave a statement to the police. The tenant has not been charged with any offence. The landlord submitted photocopied excerpts from a guest sign-in sheet for the rental property. Included in the entries were several notations referring to guests, including "v", who had been signed into the building. I was not provided with an explanation of the events surrounding the admission of guests and it was not made clear who actually made the entries on the sign-in sheets. There were entries where guests, including "V" had signed in or been signed in without a corresponding tenant's name connected with the guest admitted to the rental property.

At the hearing the tenant denied any involvement with an assault upon another occupant. The tenant said that he was not responsible for the presence of "V" at the rental property. He said that he has lived peacefully at the rental property since he moved in and said the landlord's complaints against him were unfounded.

### Analysis

The landlord provided a statement of events that was given to another staff member by J.G. who was said to be the actual witness to the events, however, J.G. was not available to give evidence at the hearing. The landlord was unable to obtain a report from the police. The tenant has denied involvement in the incident and given the scant nature of the evidence against the tenant concerning his involvement in the alleged assault and given the absence of convincing evidence that a guest who was admitted by the tenant was the perpetrator, I find that the landlord has not shown that there is sufficient cause to end the tenancy and I find that the Notice to End Tenancy dated July 28, 2014 should be cancelled.

### Conclusion

The tenant's application to cancel the Notice to End Tenancy is allowed. The Notice is cancelled and the tenancy will continue until ended in accordance with the provisions of the *Residential Tenancy 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: October 27, 2014

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Residential Tenancy Branch

