



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNC

### Introduction

The tenant applied to cancel a 1 month Notice to end tenancy for cause issued on March 31, 2015.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing. The tenant did not make a written submission. The tenant confirmed receipt of the landlord's evidence.

I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Should the 1 month Notice to end tenancy for cause issued on March 31, 2015 be cancelled?

### Background and Evidence

The tenancy commenced in October 2013, rent is due on the first day of each month. The tenant lives in one of six units in a three story building. There are 12 buildings on the property.

The landlord and the tenant agreed that a 1 month Notice to end tenancy for cause was issued on March 31, 2015. The Notice had an effective date of April 30, 2015. The tenant applied to dispute the Notice on April 2, 2015.

The reasons stated for the Notice to End Tenancy were 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;
- seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; and
- put the landlord's property at significant risk.

The landlord testified that on March 18, 2015 the police attended at the residential property. On March 25, 2015 the police came to the property again and asked where the tenant lived. The police were let into the tenant's building. Later in the day the landlord spoke to the tenant who told him that the tenant's co-tenant/wife were not getting along and that she had found someone else.

On March 27, 2015 the tenant asked if the lock to the rental unit could be changed. The request was made on advice given to the tenant by the police. The landlord had the locks changed.

On March 28, 2015 multiple police vehicles and a large group of media were at the residential property. The 6 p.m. news that evening revealed that there had been a homicide victim found in the tenant's unit.

Many occupants of the buildings on the property became concerned for their safety. Three tenants gave notice to vacate. The media exposure gave the property a bad reputation and is being referred to by some prospective occupants.

The landlord supplied a copy of a March 29, 2015 newspaper article confirming the death of a 25 year old female. The landlord believes the female may have been involved in criminal activity.

The landlord said that after the incident the tenant was removed from the property and then released by the police.

Others occupants fear retribution or retaliation will occur which could place them at risk. Occupants are traumatized and do not feel safe. Other occupants were not willing to provide statements for use in this hearing.

Immediately following the incident the police were at the rental property for a period of four days. During this time other occupants were denied access to their units.

The tenant responded that the landlord has judged him based on a traumatic experience. The landlord has not given the tenant a chance to grieve. The tenant is cooperating with the police. After he spoke with the police they provided him with a hotel room for three days.

On March 18, 2015 the tenant filed a missing persons report with the police as he did not know where his wife was. The tenant was unsure what his wife might be involved in.

The police came to his unit on March 18, 2015 to obtain information on his wife. The next day the police came again to obtain more information. On March 19, 2015 the tenant's wife came home and the police again attended to speak with her.

The tenant said that he had the lock to the unit changed on March 26, 2015 not on March 27, 2015.

The tenant said he fully cooperating with the police and that there is no evidence in support of the reasons given on the Notice. In relation to possible retribution, the tenant said that the passage of time shows that concern is unfounded.

When I asked the landlord what the police has said regarding risk to occupants on the property he replied that they would say it this was a targeted homicide. The landlord confirmed that the police have had no comment on potential risk to others or made any other recommendation regarding safety concerns.

The landlord said that the tenant is blind and now that he is living alone in the unit he could pose a risk to others. He does not have assistance and this leaves him at risk.

The parties were informed that the tenant's visual impairment was not relevant to the matters before me.

### Analysis

A tenancy may end based on cause if the landlord can prove, on the balance of probabilities, that the tenant or a person permitted on the property by the tenant has given cause based on the reasons on the Notice.

There is no doubt that a tragic occurrence such as the one described would be disturbing to all parties and other occupants. The fact that the property was identified through media reports would certainly draw attention to the event and potentially impact interest in rental units on the property.

However, it is the actions of the tenant or a person allowed on the property by the tenant that can result in a tenancy ending for cause. The landlord issued the Notice based on what I find is no more than an assumption and suspicion that the tenant is linked to the death that occurred. Outside of answering some questions by the police immediately following the death, there was no evidence before me that the tenant or his guest was involved in the incident. For example, there was no evidence that the tenant has been placed on an undertaking or other form of conditional release by the police or the courts.

There was no evidence before me that the police have issued any warning to occupants of the building or given the landlord any information that would support the landlord's contention that the tenant has engaged in behaviour that would support the reasons on the Notice to end tenancy.

I cannot make assumptions or draw conclusions based on suspicion. In the absence of evidence that the tenant or a guest of the tenant has interfered with, disturbed, jeopardized the health, safety or lawful rights of others or put the property at significant risk I find that the Notice issued on March 31, 2015 is of no force and effect.

The tenancy will continue until it is ended in accordance with the Act.

### Conclusion

The 1 month Notice to end tenancy for cause issued on March 31, 2015 is of no force or effect.

This decision is final and binding and 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: May 13, 2015

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Residential Tenancy Branch

