



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 674082 B C Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant for an order setting aside a 1 Month Notice to End Tenancy for Cause. Both parties appeared and gave affirmed evidence. Both parties confirmed that neither had filed any written evidence.

### Issue(s) to be Decided

Does the landlord have cause, within the meaning of the *Residential Tenancy Act*, for ending this tenancy?

### Background and Evidence

The rental unit is a one bedroom suite in a twelve unit, three story building. The tenant's unit is on the second floor. The building has a buzzer entry system.

The tenant is a client of an organization that works with people with mental illness. This organization and the landlord have an arrangement whereby three units in this building are set aside for the agency's clients. The agency commits to occupancy of the units and assumes responsibility for payment of the market rent for them. The landlord has a written tenancy agreement with each client. According to the office manager, the other nine units of this building are occupied by young professionals.

Neither witness for the landlord lives in this building.

The office manager testified that this tenancy began very well. The tenant was pleasant, his unit was very neat, and his tenancy was uneventful.

A few months ago she started receiving complaints from other residents of the building about being buzzed very persistently, late at night, by a woman demanding to be let in; a person banging on the tenant's door for an hour uttering threats and demanding the return of some personal property; and threatening messages directed toward the tenant being written on the entrance. Two tenants also reported to her, sometime after the fact, that someone had been sleeping in the hallway and pulled the fire alarm. Everyone

had to evacuate the building and the fire department attended. This occurred late on a week night and was very disruptive to the residents of the building. One of the residents reported to the office manager that she thought a female friend of the tenant was responsible for the fire alarm, but she was not really sure.

The office manager said there had been an increase in “sketchiness” around the building and, in her experience, the number and type of complaints they were receiving were consistent with drug use.

The office manager testified that on her last visit to the tenant’s unit it was in a state of disarray and she saw drug paraphernalia there. She also said the tenant told her he was having a problem with drugs. In his testimony, the tenant denied these allegations.

The tenant’s advocate pointed out that across the street from this building is a large apartment building that has a large number of drug users living in it.

The tenant testified with the assistance of an advocate. They said that while living at his last residence the tenant had a dispute with another man named Rick. The dispute relates to a knapsack that Rick left with the tenant for safekeeping. Rick did not pick up the knapsack and ultimately the tenant disposed of it.

Sometime after the tenant moved into this unit Rick discovered that the tenant was living there and started harassing him. They say the woman who has been ringing the buzzer is Rick’s girlfriend. The tenant said he had complained to the police about Rick when he was living at his own place.

A large part of the hearing was devoted to the communication difficulties between the landlord’s staff and the staff of the helping agency.

### Analysis

The reason indicated on the notice to end tenancy was that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonable disturbed another occupant or the landlord. The onus is on the landlord to prove that ground on a balance of probabilities.

Usually on applications such as this landlords support the notice to end tenancy with written or oral evidence such as direct statements from other residents of the building, letters of complaint, incident reports, warning letters, police reports and/or photographs. In this case the main evidence is the quite general, and often second hand, evidence of management personnel.

I accept the landlord's evidence that there have been several unsettling incidents in the building. However, to end this tenancy the landlord must establish that either the tenant, or a person permitted on the property by the tenant, is responsible for those incidents. The landlord's evidence does not show that connection.

As to whether the tenant is using drugs there is only the contradictory oral statements of the landlord and the tenant. Even if the landlord had established, on a balance of probabilities, that the tenant was using drugs, it would have to show a connection between events in the building and the tenant's drug use. The evidence in this hearing did not meet that standard.

As the landlord has not met the required standard of proof I grant the tenant's application. The 1 Month Notice to End Tenancy for Cause dated February 22, 2016, is set aside and is of no force or effect. The tenancy continues until ended in accordance with the legislation.

#### Conclusion

As the landlord has not met the required standard of proof I grant the tenant's application. The 1 Month Notice to End Tenancy for Cause dated February 22, 2016, is set aside and is of no force or effect. The tenancy continues until ended in accordance with the legislation.

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: May 02, 2016

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Residential Tenancy Branch