



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HFBC HOUSING FOUNDATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated May 30, 2016.

The Notice alleges that the tenant or a person he has permitted on the premises has significantly interfered with or unreasonably disturbed another occupant or the landlord.

Proof of such an allegation is a lawful ground for eviction under s. 47 of the *Residential Tenancy Act*

Issue(s) to be Decided

Does the evidence presented during the hearing show on a balance of probabilities that the tenant has unreasonably disturbed or significantly interfered with other occupants?

Background and Evidence

The rental unit is a bachelor apartment in a 49 unit, four storey apartment building.

The tenancy started in October 2010. The current monthly rent is \$400.00 plus \$20.00 for internet service. The landlord holds a \$393.50 security deposit.

In support of the Notice, Ms. Z. for the landlord presents five warning letters to the tenant, dating from July 2013. The letters inform the tenant that the landlord has

received complaints from other tenants about loud noise, sometimes yelling, from his suite sometimes in the early morning hours.

Analysis

The Notice must be cancelled. The landlord has not presented evidence sufficient to show a violation of s. 47.

It is not possible to discern from the landlord's evidence who has claimed to have been unreasonably disturbed or significantly interfered with. That is an essential aspect for support of the Notice.

The landlord has not provided a date or dates the alleged incidents occurred.

The tenant has not been provided with the names of his accuser(s). As a result, he has not been given the required opportunity to defend himself from the claims.

The ending of a tenancy is a serious matter. While the burden of proof is the same as in other residential tenancy cases, namely, a balance of probabilities, a landlord will be put to strict proof in substantiating a Notice.

A list of second hand or perhaps third hand allegations from unknown persons will not suffice.

A landlord is entitled to protect the identity of a complainant. Indeed, this adjudicative body will, itself, seek to ensure "informer privilege" in appropriate circumstances. However, when matters proceed to the adjudicative stage; to a dispute resolution hearing, and where a complainant's evidence is sole and decisive evidence, there is no anonymity. The tenant is entitled to challenge the accusations forming the basis of the eviction Notice. He is entitled to know the particulars of the accusations and the source of the accusations to fairly mount any challenge to them.

Conclusion

The tenant's application is allowed. The Notice to End Tenancy dated May 30, 2015 is cancelled.

This decision was rendered orally at hearing 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: July 12, 2016

Residential Tenancy Branch