



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated and received April 26, 2016.

The Notice alleges that the tenant or a person permitted on the property by the tenant has, a) significantly interfered with or unreasonably disturbed another occupant or the landlord, b) seriously jeopardized the health or safety or lawful right of another occupant or the landlord, or c) put the landlord's property at significant risk.

The Notice also alleges that the tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to, a) damage the landlord's property, b) adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant, or c) jeopardize a lawful right or interest of another occupant or the landlord.

Proof of any of these grounds justifies the eviction of a tenant under s. 47 of the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing, the landlord by its representative Mr. S., and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that any of the alleged grounds have been proved?

Background and Evidence

The rental unit is a one bedroom apartment in an eleven unit, two level, apartment building. The tenancy started in December 1991. The current monthly rent is \$645.00. The landlord holds a \$260.00 security deposit received at the start of the tenancy.

Mr. S. for the landlord presented three statements purporting to be from other occupants or tenants in the building. None of the statements had been signed, nor did they otherwise reveal their authorship.

Mr. S. testified that he thinks the tenant has been responsible for damage to the front and back entry door locks in the building. He has no direct knowledge that the tenant was the culprit.

The tenant denies he has been a problem in the building and attributes other tenant complaints and door issues to the actions of a different tenant in another rental unit.

He admits to having had a problem with his pain medication, thus hinting that there has been some problem.

Analysis

The ending of a tenancy is a very serious matter. A landlord will be expected to provide convincing, cogent evidence of a violation of s. 47 of the *Act*. The landlord has not done so here.

Anonymous statements are of little if any value in the adjudicative process, if they are permitted to be admitted at all. 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.

It is of note that this landlord was informed of the negligible effect of such evidence in previous arbitration hearing in 2013.

In this case, the anonymous evidence is the sole and decisive evidence presented by the landlord regarding the alleged disturbance of other occupants. Those allegations have not been proved.

Mr. S.'s testimony about door damage does not show beyond mere speculation, that the tenant or a guest of the tenant was responsible for any of the four occurrences related at the hearing.

Conclusion

The landlord has failed to substantiate any of the grounds for the Notice to End Tenancy dated April 26, 2017 and it is hereby cancelled.

It should be noted that had the landlord provided in its evidence signed witness statements alleging what the anonymous statements allege, the decision in this matter could have been quite different. This decision is not to be taken as a determination that the tenant is innocent of the actions alleged, but merely that they have not been proved.

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: June 09, 2017

Residential Tenancy Branch