



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAINCITY HOUSING AND SUPPORT
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties confirmed that they had exchanged their documentary evidence. The landlord had an agent represent them for this hearing. The tenant had an advocate assisting him for this hearing.

Issue(s) to be Decided

Is the tenant entitled to have the notice to end tenancy cancelled? If not, is the landlord entitled to an order of possession?

Background and Evidence

The landlord's agent gave the following testimony. The tenancy began on May 1, 2016 with the current monthly rent of \$375.00 due on the first of each month. The agent testified that on July 8, 2019 the tenant assaulted another tenant with a large metal flashlight causing some injuries. The agent testified that the police attended but the victim chose not to press charges. The agent testified that the tenant had not acted in this way prior to the incident or since. The agent issued a One Month Notice to End Tenancy for Cause on July 10, 2019 for the following reasons:

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 right of another occupant or the landlord;*

The tenant gave the following testimony. The tenant testified that he acted in self defence and that the other tenant kept coming into his room instigating the altercation. The tenants advocate submits that the landlord had video surveillance footage that could have clearly shown what occurred but decided not to submit it for this hearing. The advocate submits that the landlords claim lacks enough evidence to be granted an order of possession.

Analysis

When a landlord issues a notice pursuant to section 47 of the Act, they bear the burden of providing sufficient evidence to support the issuance of that notice. The agent testified that he had video surveillance that would support his position, however, he chose not to submit it. The tenant adamantly disputes the landlord's allegations and submits that he was defending himself. Neither party had a witness give testimony to verify or support their testimony. I find that the landlord has not provided sufficient evidence to satisfy me on a balance of probabilities, accordingly; I hereby cancel the One Month Notice to End Tenancy for Cause dated July 10, 2019, it is of no effect or force. The tenancy continues.

Conclusion

The notice to end tenancy is cancelled. The tenancy continues.

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: September 30, 2019

Residential Tenancy Branch