



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0781178 BC LTD (DBA LION HOTEL) and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on April 11, 2022 to dispute the One Month Notice to End Tenancy for Cause (the “One-Month Notice”). The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on August 15, 2022. In the conference call hearing, I explained the process and offered each party the opportunity to ask questions.

The Landlord clearly stated they received the Notice of Dispute Resolution Proceeding document provided to them by the Tenant. The Landlord prepared 10 pages of evidence and provided this to the Tenant in due course, acknowledged as received by the Tenant in the hearing.

The Tenant was assisted by an Advocate. Each party had a chance to present their submissions, refer to the evidence, and respond to the submissions of the other. Throughout the hearing, I repeated submissions verbally and asked follow-up questions to ensure statements were clear to the other side.

Issue(s) to be Decided

Is the Tenant entitled to a cancellation the One Month Notice?

If the Tenant is unsuccessful in their Application, is the Landlord entitled to an Order of Possession pursuant to s. 55 of the *Act*?

Background and Evidence

Neither the Landlord nor the Tenant provided a copy of a tenancy agreement. Both parties confirmed the basic rent amount was \$450, and the tenancy started in July 2020. This is paid through the Tenant's disability income. The Tenant reiterated throughout the hearing that they do not receive receipts from the Landlord for rent paid.

The Landlord provided a copy of the One-Month Notice. The Landlord signed this document on March 30, 2022, setting the move-out date for the Tenant on April 30, 2022. The Landlord served this document on the door of the rental unit on the same day.

On page 2 of the document, the Landlord provided the reasons for giving notice:

- 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.
 - put the landlord's property at significant risk.
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

The details on page 2 are stated as follows:

- repeatedly had guests after hours and will not provide ID for guests
- guest fatal overdose
- dog in room – no dogs allowed
- bringing numerous guests in to shower & buy & use drugs

In the hearing, the landlord spoke to the events listed in the details:

- the Tenant exhibits very rude, very angry behaviour to other residents in the building
- they called the police many times about this Tenant's actions; however the police don't show up
- the Tenant and their guest overdosed, both in the Tenant's own room and in the hallway at the rental unit property

- there are parties where the Tenant sneaks people in to the rental unit after hours, despite the Landlord's policy of checking guests' ID – a lot of these guests are "confrontational" with other building residents
- the Tenant in the past made statements that they wanted to kill others
- the Tenant never cooperates and never allows the Landlord's entry into the rental unit

A witness gave testimony in the hearing for the Landlord. They spoke about the Tenant trying to "kill" their pet. This stems from the Tenant's "very bad attitude", trying to hurt this witness and their pet. The Tenant responded to this in the hearing to say it did not happen and the police did not come to investigate.

The Tenant responded to the charges of the Landlord in the hearing to say they often get angry and do holler at people because the rental unit is "not in any kind of order." The police don't respond to the calls from the Landlord because – in the Tenant's opinion – the police are aware of the Landlord making false statements. If the Tenant was not present when the police do attend, in their logic, the police would issue a warrant.

In their evidence, as a response to the Tenant's Application, the Landlord provided the following:

- a May 24 letter to the Tenant advising of a room inspection on May 27 – another copy has the Tenant's handwritten response: "no entry or any more abuse by [name] the manager" – "no permission to enter without tenant being at residence while being inspected"
- a May 27 letter advising that the Tenant's room "needs a clean and [their] door must fully open"
- June 5 and 6 note: the Tenant proposed the Landlord allow the Tenant's friend entry, and this would mean they would clean their room.

Analysis

The Act s. 47 provides various grounds for which a landlord may end a tenancy by issuing a One-Month Notice.

In this matter, the onus is on the Landlord to provide evidence they have cause to end the tenancy. On my review, they have not provided sufficient evidence to prove the details they indicate on page 2 of the One-Month Notice. This is a lack of clear, necessary evidence to establish the burden of proof.

The Landlord did not provide specific information on dates, times, and number of incidents involving this Tenant. If the Tenant was admitting guests against the

Landlord's policy, the Landlord should provide evidence of dates and times. As well, there was no evidence of a dog present, nor was there evidence this ran against building policy or the tenancy agreement.

The Landlord indicated "illegal activity" on the One-Month Notice page 2; however, there is no evidence of this. An overdose is not illegal activity; further, the Landlord alleged the Tenant was engaged in the sale of drugs but there is no evidence of this.

The witness attended the hearing to provide an account of their experience with the Tenant. The rental unit property is the centre of a lot of activity given its area within the greater metropolitan area. I am not satisfied of the veracity of this Tenant's account, and there is no evidence that the witness took any measure to contact the police.

For these reasons, the landlord has not met the burden of proof to show the One-Month Notice is valid. I order that the One Month Notice is cancelled.

Conclusion

For the reasons above, I order the One-Month Notice issued on March 30, 2022 is cancelled and the tenancy remains in full force and effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: September 2, 2022

Residential Tenancy Branch