



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0781178 BC Ltd (d.b.a. 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. They seek a cancellation of the One-Month Notice to End Tenancy for Cause (the “One-Month Notice”) issued by the Landlord on April 1, 2022. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *residential Tenancy Act* (the “Act”) on August 11, 2022. In the conference call hearing, I explained the process and offered each party the opportunity to ask questions.

At the start of the hearing, the Landlord confirmed they received notification of this hearing – in the form of the Notice of Dispute Resolution Proceeding document – in the mail on April 26, 2022. They provided their own evidence to the Tenant in person on July 11. The Tenant stated they received evidence from the Landlord; however, this consisted of paperwork they already received from the Landlord in the past.

Issues to be Decided

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

If the Tenant is unsuccessful in their Application, is the Landlord entitled to an Order of Possession of the rental unit?

Background and Evidence

Neither party submitted a copy of a tenancy agreement document. Each party confirmed the monthly rent amount of \$450. The Landlord presented that there was to be “no traffic”, “no guests in the shower area”, and “no guests without ID after 10PM”.

The Tenant confirmed there was no tenancy agreement in place for them to sign since they entered the rental unit arrangement on October 1, 2021. By way of background, the Tenant stated the Landlord was “lax” on their guest policy. The Tenant provides “harm reduction” for the whole building; this is safe supplies and space for drug use, and this includes other rental units’ visitors. In the Tenant’s opinion, this explains a lot of what the Landlord observed in and around the rental unit.

The copy of the One-Month Notice document in the evidence shows the Landlord signed it on March 30, 2022. On page 1 the Landlord indicated that they served it to the Tenant on the rental unit door on that date. The Tenant did not dispute this basic information as indicated on the document.

On page 2 of the document, the Landlord indicated the following:

- Tenant or a person permitted on the property by the tenant has
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- 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.

On page 2 the Landlord listed details:

- high traffic of guests all night
- suspected drug trafficking in the building

In the hearing, the landlord described the tenant’s actions that caused concern and prompted their issuance of the One-Month Notice. There are 75 tenants in the building and there is no problem with people doing drugs, rather the issue is the sale of drugs in the building. Though difficult to understand, the Landlord also cited their inability to properly check for fire alarms in rooms. They had a couple of fire incidents in 2022, with usage in the building repeatedly

triggering the fire alarms. The Landlord in the hearing specifically pointed to this Tenant as not cooperating with the Landlord's need to check fire alarms – the Landlord asked the Tenant for a key to the rental unit and the Tenant would not provide that on the Landlord's request.

In response, the Tenant stated plainly that they do not sell drugs, they only provide supplies for others' safe use. Regarding the fire alarm, the Tenant presented that they keep their rental unit locked because the Landlord's own staff break in. Their basic concern is staying safe, and for this they had to change the lock on their own rental unit. Their concern is that the evidence does not substantiate what the Landlord alleged to be true in the One-Month Notice – there was no connection from events the Landlord described directly to actions of the Tenant here.

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 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. There is both a lack of quality and quantity of necessary evidence to overcome the burden of proof here.

The Landlord did not provide specific information on dates, times and number of incidents involving the Tenant. They did not present that the matters of what they suspect to be drug sales were investigated to the fullest extent possible. There was no statement that police were informed or notified. As such, I find it more likely than not that each of these charges is speculative and this is not enough evidence to end the tenancy based on illegal activity, which the Landlord noted on the One-Month Notice to be "suspected."

The Landlord did not provide sufficient evidence to show the Tenant "seriously jeopardized the health or safety. . . of another occupant". This was also in terms of the situation with the fire alarms, which in any case was unclear in the hearing. The Landlord has the right to enter the rental unit for any inspection with proper 24-hour notice to the Tenant. I do not see that the Tenant failing to provide a key is placing the rights of others in jeopardy. The Landlord must present more evidence on this in order to end the tenancy.

Without more detail on specific incidents from the Landlord, I find the One-Month Notice is not valid. The landlord has not met the burden of proof; I so order the One-Month Notice to be 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 1, 2022

Residential Tenancy Branch