



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

Dispute Codes      CNE, OPC-DR, FFL

### Introduction

This hearing dealt with the Tenant and Landlord Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

The Tenant applied for:

- cancellation of the Landlord's One Month Notice to End Tenancy for End of Employment (One Month Notice) under section 48 of the Act

The Landlord applied for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Tenant A.M. attended the hearing for the Tenant.

Property owner D.D., property owner support L.E. and Landlord representatives C.W. and M.R. attended the hearing for the Landlord.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find that Landlord was served by pre-agreed email in accordance with section 89 of the Act.

I find that Tenant was not served in accordance with section 89 of the Act as the notice was posted on the door of his residence. He indicated however that he did not object to

the method of service and therefore I find that he was sufficiently served under section 71 of the Act.

## **Service of Evidence**

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

## **Issues to be Decided**

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to authorization to recover the filing fee for this application from the Tenant under section 72 of the Act?

## **Background and Evidence**

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on October 1, 2021, with a monthly rent of \$1,775.00, due on the first day of the month, with a security deposit in the amount of \$887.50.

According to C.W., the Tenant was served with a One Month Notice on September 5, 2025, by posting it to the Tenant's door. A copy of the notice was submitted which indicates the Landlord is seeking to end the tenancy on the following grounds:

- 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 put the landlord's property at significant risk

The Details of Cause section reads as follows:

“TENANT VEHICLE SET ON FIRE, SEPTEMBER 5, 2025, PARKING STALL #19 – TARGETTED ARSON. RCMP ON GOING INVESTIGATION. DAMAGE TO OWNERS PROPERTY”

C.W. testified that in the early morning hours on September 4, 2025, the Tenant and his wife’s vehicles were set on fire. She testified that they believed that the vehicles had been targeted by people associated with the Tenant’s son and therefore his on-going presence as an occupant of the Tenant’s suite poses a significant risk to the health and safety of the other residents in the complex and to the Landlord’s property as he may be targeted again. She further testified that the son’s mother had admitted in an email that the acts of arson had been directly targeted at her son. Copies of pictures of the burning vehicles, damaged adjacent cars, melted parking lot asphalt, email correspondence from the RCMP regarding the incident, emails from concerned residents and a September 4, 2025, email from the Tenant’s wife, E.M., to the Landlord were submitted as evidence.

The Tenant testified that he believes his son was targeted because he would not agree to take part in illegal activities with people his son had been affiliated with. He argued that they are victims of a crime and are not responsible for the damage and concern that resulted from it. He cited the September 5, 2025, email from the RCMP officer in charge of the investigation to M.R. which states in part:

“I can assure you that neither them, nor their son, are suspects in the arson or is it the belief of the police that the suspect(s) were *permitted on the residential property by the tenant*.

All parties are cooperating fully with the police investigation and it is the position of the W.S.R. that there was no action or inaction on their part that in any way contributed to the incident.”

A copy of the email was submitted as evidence.

## **Analysis**

### **Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?**

Section 47 of the Act states that a landlord may issue a Notice to End Tenancy for Cause to a tenant if the landlord has grounds to do so. Section 47 of the Act states that upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

I find that the Tenant received the notice on September 5, 2025, and filed an application to dispute it on September 9, 2025, and therefore the Landlord bears the burden to prove the grounds for which the notice was served.

I find that the Landlord served the notice out of concern that a subsequent crime may be committed against the Tenant, his wife or his son which may put the health and safety of other residents and the Landlord's property at risk rather than because the Tenant or someone permitted on the property by the Tenant has put the health and safety of other residents and the Landlord's property at risk, regardless of the motives of the perpetrator(s), who alone bear the responsibility, of the crime.

I further find that the evidence shows that the police specifically indicated that the neither the Tenant, nor his son, are believed to be suspects or have engaged in actions or inactions that lead to the incident or had in any way authorized or otherwise permitted the person or persons who committed the crime to be on the Landlord's premises.

Therefore, the Tenant's application is granted for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act.

The One Month Notice of September 5, 2025, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the Act.

**Is the Landlord entitled to recover the filing fee for their application from the Tenant under section 72 of the Act?**

As the Landlord was unsuccessful in their application, the Landlord's request to recover the \$100.00 filing fee from the Tenant is dismissed without leave to reapply.

**Conclusion**

The Tenant's application is granted for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act.

The One Month Notice of September 5, 2025, is cancelled and is of no force or effect.

The Landlord's application is dismissed in its entirety without leave to reapply.

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: November 13, 2025

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Residential Tenancy Branch